

|   |      |   |  |   |  |   |          |
|---|------|---|--|---|--|---|----------|
| <b>SOLICITATION, OFFER AND AWARD</b>  |      | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |  | RATING<br>N/A   | PAGE OF PAGES<br>1                               |   |          |
| 2. CONTRACT NUMBER  |      | 3. SOLICITATION NUMBER<br>PR-NC-05-10657  | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP)               | 5. DATE ISSUED  | 6. REQUISITION/PURCHASE NUMBER<br>PR-NC-05-10657 |   |          |
| 7. ISSUED BY<br>(Hand Delivered/Overnight Commercial Carriers)  |      | CODE  | 8. ADDRESS OFFER TO (If other than Item 7)<br>(U. S. Mail Only)  |   |  |   |          |
| Environmental Protection Agency<br>RTP Procurement Operations Division (D143-01)<br>4930 Old Page Road<br>Research Triangle Park, NC 27709  |      |   | Environmental Protection Agency<br>RTP Procurement Operations Division (D143-01)<br>4930 Old Page Road<br>Research Triangle Park, NC 27709 |   |  |   |          |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"   |      |   |  |   |  |   |          |
| <b>SOLICITATION</b>   |      |   |  |   |  |   |          |
| 9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 12:00 PM local_time 3/23/2006<br>(Hour) (Date)  |      |   |  |   |  |   |          |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.  |      |   |  |   |  |   |          |
| 10. FOR INFORMATION CALL:   |      | A. NAME<br>JOHN M. SOUTHERLAND  |  | B. TELEPHONE (NO COLLECT CALLS)<br>AREA CODE 919 NUMBER 541-3416 EXT. | C. E-MAIL ADDRESS<br>southerland.john@epa.gov    |   |          |
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| <b>OFFER</b> (Must be fully completed by offeror)   |      |   |  |   |  |   |          |
| NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.   |      |   |  |   |  |   |          |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. |      |   |  |   |  |   |          |
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause 52-232-8)   |      | 10 CALENDAR DAYS<br>%   | 20 CALENDAR DAYS<br>%  | 30 CALENDAR DAYS<br>%   | CALENDAR DAYS<br>%                               |   |          |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)   |      | AMENDMENT NO.   | DATE   | AMENDMENT NO.   | DATE   |   |          |
| 15A. NAME AND ADDRESS OF OFFEROR  |      | CODE  | FACILITY   | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |  |   |          |
| 15B. TELEPHONE NUMBER<br>AREA CODE NUMBER EXT.  |      | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER<br><input type="checkbox"/> SUCH ADDRESS IN SCHEDULE |  | 17. SIGNATURE   |  | 18. OFFER DATE  |          |
| <b>AWARD</b> (To be completed by Government)  |      |   |  |   |  |   |          |
| 19. ACCEPTED AS TO ITEMS NUMBERED   |      | 20. AMOUNT  |  | 21. ACCOUNTING AND APPROPRIATION                                      |  |   |          |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )   |      | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)   |  | ITEM  |  |   |          |
| 24. ADMINISTERED BY (If other than item 7)  |      | CODE  | 25. PAYMENT WILL BE MADE BY  |   | CODE:  |   |          |
|   |      |   | Environmental Protection Agency<br>Research Triangle Park Financial Management Center (D143-02)<br>Research Triangle Park, NC 27711        |   |  |   |          |
| 26. NAME OF CONTRACTING OFFICER (Type or print)   |      |   | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)   |   |  | 28. AWARD DATE  |          |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order **14,000** direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994)  
DEVIATION**

(a) The contractor shall perform work under this contract only as specified in written work assignments authorized/issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the authorized level of effort/labor hours, (3) the authorized period of performance, and (4) the description of work and schedule of deliverables.

(c) The contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment

within 5 calendar days after its receipt. The contractor shall begin work immediately upon receipt of a work assignment. Within 20 calendar days after the effective date of the work assignment, the contractor shall submit one copy of a work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate, as well as the Conflict of Interest certification required elsewhere in this contract. Within 45 days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the contractor. If the Contractor has not received approval on a work plan within 65 days after the effective date of the work assignment, the contractor shall immediately stop work on the work assignment. If the Contracting Officer disapproves the work plan, the contractor shall immediately stop work until the problem causing disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the work plan or provides alternate direction.

(d) The contractor shall perform within the level of effort/labor hours authorized in the work assignment by the Contracting Officer and shall not perform additional level of effort/labor hours without the advance written authorization of the Contracting Officer. The Government is not obliged to reimburse the Contractor for unauthorized level of effort/labor hours.

(e) The contractor shall perform work within the period of performance authorized in the work assignment and shall not continue performance beyond the specified period without the advance written approval of the Contracting Officer. The Government is not obligated to reimburse the contractor for level of effort/hours performed beyond the authorized period of performance.

(f) The contractor shall notify the Contracting Officer, Project Officer and Work Assignment Manager in writing when 75% of the authorized work assignment level of effort/hours have been expended. Fifteen days prior to the expiration of the authorized work assignment period of performance, the contractor shall notify the Contracting Officer, Project Officer, and Work Assignment Manager whether the contractor will fully expend the authorized level of effort/labor hours within the authorized period of performance. The contractor shall not perform additional level of effort/labor hours or continue performance beyond the specified period without the advance written approval of the Contracting Officer.

(g) The contractor shall acknowledge receipt of each work assignment amendment in which the Contracting Officer requires a revised work plan by returning to the Contracting Officer a signed copy of the work assignment amendment within 5 calendar days after its receipt. The contractor shall begin/continue work immediately upon receipt of a work assignment amendment. Within 20 calendar days after the effective date of the work assignment amendment in which the Contracting Officer requires a revised work plan, the Contractor shall submit one copy of a revised work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The revised work plan shall include the same information as required for the original work plan. Within 45 calendar days after receipt of the revised work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the contractor has not received approval on the revised work plan within 65 calendar days after the effective date of the work assignment amendment, the contractor shall stop work on the revised portion of that work assignment. Also, if the Contracting Officer disapproves a revised



work plan, the contractor shall immediately stop work until the problem causing the disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the revised work plan or provides alternate direction.

(h) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clause.

(i) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the contract terms or conditions, the contractor shall immediately notify the Contracting Officer.

(j) Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contracting's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer.

**C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)**

The Contractor's technical proposal entitled, "\_\_\_\_\_ " dated \_\_\_\_\_, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

**C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of

directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with *EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater*.

(3) EPA Computing and Telecommunications Services. *The Enterprise Technology Services Division (ETSD) Operational Directives Manual* contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) *Printed Documents*. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) *Electronic Access*. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### **C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG),

which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER   | DATE     | TITLE  |
|----------|----------|--|
| 52.246-5 | APR 1984 | INSPECTION OF SERVICES--COST-REIMBURSEMENT                     |
| 52.246-8 | APR 1984 | INSPECTION OF RESEARCH AND DEVELOPMENT--<br>COST-REIMBURSEMENT |

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)  
(FAR 52.246-11) (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

|     | Title  | Numbering    | Date | Tailoring |
|-----|--|--------------|------|-----------|
| [✓] | <i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i> | ANSI/ASQC E4 | 1994 | See below |

[ ]

[ ]

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific

comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

**A. Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

| Documentation  | Specifications   |
|--|--|
| <input checked="" type="checkbox"/> Quality Management Plan  | EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]  |
| <input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract | EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01] |
| <input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract) | EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]   |
| <input type="checkbox"/> Other Equivalent:   |  |

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, . The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

| Documentation  | Specification   | Due After         |
|--|---|-------------------|
| <input type="checkbox"/> Quality Management Plan                         | EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] | Award of contract |
| <input type="checkbox"/> Joint Quality Management Plan/Quality Assurance | EPA Requirements for Quality Management Plans                           | Award of contract |



- |  |  |   |
|--|--|---|
| Project Plan for the contract  | (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/02] |   |
| <input type="checkbox"/> Quality Assurance Project Plan for the contract   | EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]                               | Award of contract                             |
| <input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)                           | EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]                               | Award of contract                             |
| <input type="checkbox"/> Quality Assurance Project Plan for each applicable project  | EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]                               | Issuance of statement of work for the project |
| <input type="checkbox"/> Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project. | EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]                               | Issuance of statement of work for the project |
- ☒ Other Equivalent:  
 Work assignment QMPs or combination Work Plan and QAPP only as requested by the WA CORs
- ☐ award of contract  
☐ issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, EPA Requirements for Quality Management Plans, QA/R2 and EPA Requirements for Quality Assurance Project Plans, QA/R5, both dated 3/20/2001. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall

submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

**E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, **the Project Officer** is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency  
Research Triangle Park, NC 27711

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE Listing Contract Clauses Incorporated by Reference

#### NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER    | DATE     | TITLE                                  |
|-----------|----------|--|
| 52.242-15 | AUG 1989 | STOP WORK ORDER ALTERNATE I (APR 1984) |

### F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 0. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of March 31, 2006.

### F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish **2 hard copies and 1 electronic e-mailed copy** of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct

labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

| No. of Copies<br>-----           | Addressee<br>-----                 |
|----------------------------------|------------------------------------|
| (2) 1 Electronic and 1 Hard Copy | Project Officer                    |
| (1) Hard Copy                    | Administrative Contract Specialist |

#### **F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

#### **F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from **1 July 2006 through 30 June 2007** inclusive of all required reports.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges

represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 FAR CONTRACT RESERVES (EP 52.232-130) (AUG 1991)**

The Contracting Officer has determined that a reserve is necessary for this contract to protect the Government's interest. The amount of the reserve shall not exceed **\$75,000**. After payment of 85% of the fixed fee on a cost-plus-fixed-fee contract or 85% of the base fee on a cost-plus-award-fee contract, further payment of such fee shall be withheld until this reserve is established.

### **G.4 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

#### **G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:



Environmental Protection Agency  
 Chief, Cost and Rate Negotiation Service Center  
 Office of Acquisition Management (3802R)  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, N.W.  
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

| Cost Center |
|-------------|
| Period      |
| Rate        |
| Base        |

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center  
Period  
Rate  
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

**TO BE FILLED IN AT TIME OF AWARD.**

**G.8 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the individual work assignments.

**G.9 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

**NONE**

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

**SEE LIST OF GFP ITEMS UNDER ATTACHMENT 4.**

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency  
Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.**

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and

plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

### **3. REQUESTS FOR GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.**

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor

should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

#### **5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of

Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be

reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the

item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of **all** Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.



## Attachment 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;  
 Description;  
 Manufacturer;  
 Model;  
 Serial Number;  
 Acquisition Date;  
 Date received;  
 Acquisition Cost\*;  
 Acquisition Document Number;  
 Location;  
 Contract Number;  
 Account Number (if supplied);  
 Superfund (Yes/No);  
 Inventory Performance Date;  
 Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

**G.10 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)**

The contract property administrator

**EPA Property Administration Office  
 Attn: Barry M. Sherr (3802R)  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, NW  
 Washington, DC 20460-0001**

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

**G.11 ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE (RTP-G-1)**

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted

ingress and egress at such Government facility.

2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.

3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.

4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

5. The Government property, services, and/or space as listed hereafter to which the Contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

**LOCATION:**

**US EPA  
Cincinnati, OH**

**ROOMS:**

|        |               |                            |
|--------|---------------|----------------------------|
| G93    | Single module | office                     |
| G94/95 | double module | office (GIS computer room) |
| 189    | single module | office                     |
| 190    | single module | office                     |
| 451    | single module | office                     |
| 452    | single module | lab                        |
| 454/58 | triple module | lab                        |
| 464/65 | double        | lab                        |
| 508    | single module | lab                        |
| 509    | single module | office                     |
| 513    | single module | lab                        |
| 514/15 | double module | lab                        |
| 516    | single module | office                     |
| 518    | single module | lab                        |

|        |               |          |
|--------|---------------|----------|
| 520/28 | 5 modules     | labs     |
| 570    | single module | lab      |
| 611/12 | double module | lab      |
| 613    | single module | office   |
| 728    | double module | lab      |
| 733    | single module | lab      |
| 735    | single module | lab      |
| 737    | single module | lab      |
| 739    | single module | lab      |
| 740    | double module | lab      |
| 742    | single module | lab      |
| 743    | single module | lab      |
| 744    | single module | lab      |
| 752    | single module | office   |
| 753    | single module | office   |
| 775    | double module | lab      |
| 779    | double module | lab      |
| 783    | single module | lab      |
| 787    | single module | ½ office |
| 789    | single module | lab      |
| 792    | single module | lab      |

PROPERTY: **See attachment 4**

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)**

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

*(b) Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

*(c) Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

*(d) Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$  by 14 $\frac{1}{4}$  inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$  by 14 $\frac{1}{4}$  inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the

earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of

this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.6 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (APR 2004) ALTERNATE V (APR 2004) DEVIATION**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Once work has been ordered through a work assignment, the contractor shall not enter into a contract for the subject matter of the work assignment during the life of the contract unless prior written approval is obtained from the EPA Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the



Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.7 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994) DEVIATION**

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than **45** days after the close of the certification period covered.

#### **H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,

Compliance with Safety Standards, and  
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor

shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### **H.9 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR**

**1552.217-71) (APR 1984) DEVIATION**

The Government has the option to extend the term of this contract for **4 additional 12 month option period(s)**. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification **prior to that last 60-day period**. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

| Period            | Start Date | End Date |
|-------------------|------------|----------|
| Base Period       | 07/01/06   | 06/30/07 |
| Option Period I   | 07/01/07   | 06/30/08 |
| Option Period II  | 07/01/08   | 06/30/09 |
| Option Period III | 07/01/09   | 06/30/10 |
| Option Period IV  | 07/01/10   | 06/30/11 |

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

| Period            | Level of Effort<br>(Direct Labor Hours) |
|-------------------|---|
| Base Period       | 14,000                                  |
| Option Period I   | 14,000                                  |
| Option Period II  | 14,000                                  |
| Option Period III | 14,000                                  |
| Option Period IV  | 14,000                                  |

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

| Period            | Estimated<br>Cost | Fixed Fee | Total |
|-------------------|-------------------|-----------|-------|
| Option Period I   | \$                | \$        | \$    |
| Option Period II  | \$                | \$        | \$    |
| Option Period III | \$                | \$        | \$    |
| Option Period IV  | \$                | \$        | \$    |

**H.10 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)  
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

| Period            | Level of Effort<br>(Direct Labor Hours) |
|-------------------|---|
| -----             | -----                                   |
| BASE Period       | 61,000                                  |
| Option Period I   | 61,000                                  |
| Option Period II  | 61,000                                  |
| Option Period III | 61,000                                  |
| Option Period IV  | 61,000                                  |

**The Government may issue a maximum of 40 orders to increase the level of effort in multiples of 1,525 hours during any given period.**

The estimated cost and fixed fee of each multiple of hours is as follows:

| Period            | Estimated<br>Cost | Fixed Fee | Total |
|-------------------|-------------------|-----------|-------|
| Base Period       | \$                | \$        | \$    |
| Option Period I   | \$                | \$        | \$    |
| Option Period II  | \$                | \$        | \$    |
| Option Period III | \$                | \$        | \$    |
| Option Period IV  | \$                | \$        | \$    |

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

**NONE**

#### **H.11 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government

contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.12 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.13 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.14 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### **H.15 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

#### **H.16 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor

agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including



this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

**H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.18 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document

Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**H.19 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.20 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request

for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

**H.21 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

## **H.22 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water

Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

## **H.23 DATA SECURITY FOR FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-140) (AUG 1993)**

The Contractor shall handle Federal Insecticide, Fungicide, Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall submit a certification statement to the Chief of the ISB, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement

for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority". The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.24 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within **30** calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not



constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

#### **H.25 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.26 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

**On-site Program Manager**

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**H.27 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

**H.28 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within \_\_\_ calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within \_\_\_ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.29 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

*It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.*

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

#### **H.30 PROCUREMENT HISTORY (LOCAL LRT-42-22) (DEC 2001)**

This requirement is a follow-on to Contract No. 68D01048 with SoBran Inc. which expires on 06/30/06.

#### **H.31 GOVERNMENT HOLIDAYS (RTP-H-10)**

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day  
 Martin Luther King's Birthday  
 Presidents' Birthday  
 Memorial Day  
 Independence Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

### **H.32 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (RTP-H-2)**

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

### **H.33 EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (RTP-H-4)**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, subsistence, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

Light refreshments for Agency-sponsored conferences are allowed for Federal attendees only, provided at least 50% of the Federal attendees are in a travel status. (Light refreshments are defined as coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.)

The cost of any beverages, food, or refreshments shall not be an allowable charge under this contract if for other than an Agency-sponsored conference, for other than Federal attendees, and/or where 50% of the Federal attendees are not in travel status.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

### **H.34 IDENTIFICATION OF SUBCONTRACTORS (RTP-H-8)**

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

| Subcontractor | Estimated Amount of<br>Total Potential Subcontract |
|---------------|--|
|---------------|--|

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

### **H.35 SUBCONTRACTOR - KEY PERSONNEL (RTP-H-9)**

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

| Subcontractor | Key Personnel | Title |
|---------------|---------------|-------|
|---------------|---------------|-------|

(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) during the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) the subcontractor shall notify the Contractor within 15

calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) after the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) the subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

### **H.36 APPROVAL OF CONTRACTOR TRAVEL**

#### Approval of Contractor Travel

(a) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans.

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract Statement of Work (and or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Project Officer specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment - see paragraph (e) below), the Contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-46.

(c) Travel expenses for federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within one hundred (100) miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Project Officer for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a

direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, contractor personnel shall clearly identify their corporate affiliation at the start of any meeting. While attending EPA sponsored meetings, conferences, symposia, etc., or while on a Government site, contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as the Agency's official representative at meetings, conferences, symposia, etc.

### **H.37 APPROVAL OF CONTRACTOR TRAINING**

#### Approval of Contractor Training

(a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, State and local requirements prior to assigning any tasks that require such training. The Contractor shall provide documentation of such training upon request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for Contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the Contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the Contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes at a minimum the following information:

(1) Individual to be trained. Identify position and job duties



under the contract.

(2) Description of circumstances necessitating the training. Describe the specific change to the performance requirements. Identify by number and title the work assignment(s) that will benefit from the training and describe in detail how the training relates to the Statement of Work and job duties under the contract.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(c) The Contracting Officer will provide the Contractor with written approval or rejection of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., separate approval must be obtained pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting officer unless approved pursuant to the terms of this clause.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

| NUMBER    | DATE     | TITLE   |
|-----------|----------|---|
| 52.202-1  | JUL 2004 | DEFINITIONS   |
| 52.203-3  | APR 1984 | GRATUITIES  |
| 52.203-5  | APR 1984 | COVENANT AGAINST CONTINGENT FEES  |
| 52.203-6  | JUL 1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT   |
| 52.203-7  | JUL 1995 | ANTI-KICKBACK PROCEDURES  |
| 52.203-8  | JAN 1997 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  |
| 52.203-10 | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  |
| 52.203-12 | JUN 2003 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  |
| 52.204-4  | AUG 2000 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  |
| 52.204-7  | OCT 2003 | CENTRAL CONTRACTOR REGISTRATION   |
| 52.209-6  | FEB 2005 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) |
| 52.215-2  | JUN 1999 | AUDIT AND RECORDS--NEGOTIATION  |
| 52.215-8  | OCT 1997 | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT   |
| 52.215-11 | OCT 1997 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS   |
| 52.215-13 | OCT 1997 | SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS   |
| 52.215-17 | OCT 1997 | WAIVER OF FACILITIES CAPITAL COST OF MONEY  |
| 52.215-18 | OCT 1997 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS  |
| 52.216-7  | DEC 2002 | ALLOWABLE COST AND PAYMENT  |
| 52.216-8  | MAR 1997 | FIXED FEE   |
| 52.219-6  | JUN 2003 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  |
| 52.219-8  | MAY 2004 | UTILIZATION OF SMALL BUSINESS CONCERNS  |
| 52.219-14 | DEC 1996 | LIMITATIONS ON SUBCONTRACTING   |
| 52.222-2  | JUL 1990 | PAYMENT FOR OVERTIME PREMIUMS   |

|           |          |   |
|-----------|----------|---|
| 52.222-3  | JUN 2003 | CONVICT LABOR   |
| 52.222-26 | APR 2002 | EQUAL OPPORTUNITY   |
| 52.222-35 | DEC 2001 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED<br>VETERANS, VETERANS OF THE VIETNAM ERA, AND<br>OTHER ELIGIBLE VETERANS |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH<br>DISABILITIES   |
| 52.222-37 | DEC 2001 | EMPLOYMENT REPORTS ON SPECIAL DISABLED<br>VETERANS, VETERANS OF THE VIETNAM ERA, AND<br>OTHER ELIGIBLE VETERANS |
| 52.222-41 | MAY 1989 | SERVICE CONTRACT ACT OF 1965, AS AMENDED  |
| 52.223-6  | MAY 2001 | DRUG-FREE WORKPLACE   |
| 52.223-14 | AUG 2003 | TOXIC CHEMICAL RELEASE REPORTING  |
| 52.224-1  | APR 1984 | PRIVACY ACT NOTIFICATION  |
| 52.224-2  | APR 1984 | PRIVACY ACT   |
| 52.225-13 | JUL 2005 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   |
| 52.227-1  | JUL 1995 | AUTHORIZATION AND CONSENT ALTERNATE I (APR<br>1984)   |
| 52.227-2  | AUG 1996 | NOTICE AND ASSISTANCE REGARDING PATENT AND<br>COPYRIGHT INFRINGEMENT  |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL   |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL ALTERNATE II (JUN<br>1987)  |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL ALTERNATE III (JUN<br>1987)   |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL ALTERNATE V (JUN<br>1987)   |
| 52.227-16 | JUN 1987 | ADDITIONAL DATA REQUIREMENTS  |
| 52.228-7  | MAR 1996 | INSURANCE--LIABILITY TO THIRD PERSONS   |
| 52.232-17 | JUN 1996 | INTEREST  |
| 52.232-20 | APR 1984 | LIMITATION OF COST  |
| 52.232-22 | APR 1984 | LIMITATION OF FUNDS   |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS  |
| 52.232-25 | OCT 2003 | PROMPT PAYMENT  |
| 52.232-34 | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER<br>THAN CENTRAL CONTRACTOR REGISTRATION                             |
| 52.233-1  | JUL 2002 | DISPUTES ALTERNATE I (DEC 1991)   |
| 52.233-3  | AUG 1996 | PROTEST AFTER AWARD ALTERNATE I (JUN 1985)  |
| 52.233-4  | OCT 2004 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM   |
| 52.242-1  | APR 1984 | NOTICE OF INTENT TO DISALLOW COSTS  |
| 52.242-3  | MAY 2001 | PENALTIES FOR UNALLOWABLE COSTS   |
| 52.242-4  | JAN 1997 | CERTIFICATION OF FINAL INDIRECT COSTS   |
| 52.242-13 | JUL 1995 | BANKRUPTCY  |
| 52.243-2  | AUG 1987 | CHANGES -- COST REIMBURSEMENT ALTERNATE V<br>(APR 1984)   |
| 52.244-2  | AUG 1998 | SUBCONTRACTS (MAR 2005) ALTERNATE I (JUL<br>2005)   |
| 52.244-2  | AUG 1998 | SUBCONTRACTS (MAR 2005) ALTERNATE II (JUL<br>2005)  |
| 52.245-19 | APR 1984 | GOVERNMENT PROPERTY FURNISHED "AS IS"   |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY--SERVICES   |
| 52.249-6  | MAY 2004 | TERMINATION (COST-REIMBURSEMENT)  |
| 52.249-14 | APR 1984 | EXCUSABLE DELAYS  |
| 52.253-1  | JAN 1991 | COMPUTER GENERATED FORMS  |

**I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**I.4 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.5 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (JUL 2005)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract

administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board

Division of Information

1099 14th Street, N.W.

Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at

<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a

contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

#### **I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.



| Employee Class        | Monetary Wage-<br>Fringe Benefits |
|-----------------------|-----------------------------------|
| Laboratory Technician | \$17.49 + 26%                     |
| -----                 | -----                             |

**I.7 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offers shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor \_\_\_\_\_ and the \_\_\_\_\_ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

**I.8 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)**

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

**I.9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000) ALTERNATE I (AUG 2000)**

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**CERTIFICATION**

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

\_\_\_\_\_  
(Signature of the Officer or Employee)

\_\_\_\_\_  
(Typed Name of the Officer or Employee)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company, Firm, or Organization)

\_\_\_\_\_  
(Date)

(End of certification)

(c) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to \_\_\_\_\_.

#### **I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004) (FAR 52.244-6) (JUL 2005)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**I.12 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)**

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

(1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office;

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

**I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://epawww.epa.gov/oamintra/policy/epaar.pdf>

**I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

1. STATEMENT OF WORK (SOW)
2. REPORTS OF WORK
3. INVOICE INSTRUCTIONS
4. GOVERNMENT FURNISHED PROPERTY (GFP)
5. CLIENT AUTHORIZATION LETTERS
6. PAST PERFORMANCE QUESTIONNAIRE
7. DOL Wage Determination

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)***(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

*(d) Taxpayer Identification Number (TIN).*

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

## **K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2005)**

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202, insert the following provision:

### **ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After



reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| <b>FAR</b> | <b>Clause #</b> | <b>Title</b> | <b>Date</b> | <b>Change</b> |
|------------|-----------------|--------------|-------------|---------------|
|------------|-----------------|--------------|-------------|---------------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**K.3 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)**

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.4 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.5 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**K.6 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1)**

A. Congressional district for offeror's place of business (as noted on the SF1411):

\_\_\_\_\_

Congressional district for offeror's place(s) of performance:

\_\_\_\_\_

B. Dun and Bradstreet Number: \_\_\_\_\_

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

#### **NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

| NUMBER    | DATE     | TITLE   |
|-----------|----------|---|
| 52.204-6  | OCT 2003 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER                 |
| 52.215-1  | JAN 2004 | INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION              |
| 52.215-3  | OCT 1997 | REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES |
| 52.222-24 | FEB 1999 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION      |

### **L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

### **L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same

item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

#### **L.5 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is

therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

#### **L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Mcdonald Morrison

Hand-Carried Address:

Environmental Protection Agency  
4930 Old Page Road  
Research Triangle Park, NC 27709

Mailing Address:

Environmental Protection Agency  
RTP Procurement Operations Division (D143-01)  
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://epawww.epa.gov/oamintra/policy/epaar.pdf>

**L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.9 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of **1 July 2006** and that the required effort will be uniformly incurred

throughout each contract period.

**L.10 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)**

(a) Other than cost proposal instructions.

(1) Submit proposal for than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

(2) Special proposal instructions:

***Please provide an original and two copies of your cost proposal and an original and 6 copies of your technical evaluation proposal.***

(b) Cost or pricing proposal instructions. The offeror shall prepare and submit cost or pricing information data and supporting attachments in accordance with Table 15-2 of FAR 15.408. In addition to a hard copy of the information, to expedite review of the proposal, submit a 3.5" high density IBM-compatible formatted computer disk containing the financial data required, if this information is available using a commercial spreadsheet program on a personal computer. Submit this information using LOTUS 1-2-3, if available. Identify which version of LOTUS used. If the offeror used another spreadsheet program, indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a computer disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

(1) General--Submit cost or pricing information prepared in accordance with FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Information Are Required and the following:

(i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities;  
and/or

(C) Major tasks, if required by the special instructions.

(ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in the cost proposal a schedule duplicating the format in the clause and include proposed fixed hourly rates per labor category for the base and any optional contract periods.

(iii) If the contract includes the clause at EPAAR 1552.232-73 "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in the cost proposal the estimated costs and burden rate to be applied to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(v) The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

(2) Direct Labor.

(i) The direct technical labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If this type of effort is normally included in the offeror's indirect cost allocations, no estimate is required. However, direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort specified in the solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

(iii) Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories



specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, the professional or technical level and the methodology used to estimate proposed labor rates.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(viii) Uncompensated overtime. The decision to propose uncompensated overtime is the offeror's decision. Should the offeror, however, elect to propose uncompensated overtime, the offeror must propose a methodology that is consistent with their cost accounting practices and company policy. If proposed, provide an estimate of any uncompensated overtime proposed for exempt personnel working at the offeror's facilities. This estimate should identify the number of uncompensated labor hours and the percentage of compensated labor. Uncompensated labor hours are defined as hours for exempt personnel in excess of regular hours for a pay period which are actually worked and recorded in accordance with company policy. Provide a copy of the company policy on uncompensated overtime. Provide historical percentages of uncompensated overtime for the past three years. If proposed for subcontractors, provide separately with subcontractor information.

(ix) For labor rate contracts, for each fixed labor rate, offerors shall identify the basis for the loaded fixed hourly rate for each contract period for example, the rate might consist of the following cost elements: raw wage or salary rate, plus fringe benefits (if applicable), plus overhead rate (if applicable), plus G&A expense rate (if applicable), plus profit. When determining the composite raw wage for a labor category, the offeror shall:

(A) provide in narrative form the basis for the raw wage for each labor category. If actual wages of current employees are used, the basis for the projections should be explained.

(B) If employees are subject to the Service Contract Act or Davis Bacon Act, they must be compensated at least at the minimum wage rate required by the applicable Wage Determination.

(3) Indirect costs (fringe, overhead, general, and administrative expenses).

(i) If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(ii) Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

(iii) Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.

(iv) Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b) (3) (iv): The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the **Agency's** judgment of the most probable costs up to the amount of any stated ceiling.

(v) If the employees are subject to the Service Contract Act or Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.

(ii) If the solicitation does not specify the amount of travel costs, attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destinations from and to, purpose and cost, e.g., mileage, transportation costs, subsistence rates.

(5) Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are

proposed, provide a description of these items, including estimated usage hours, rates, and total costs.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government **agency** which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) If special purposes facilities or equipment are being proposed, provide a description of these items, details for the proposed costs including competitive prices, and justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(vi) If fabrication by the prime contractor is contemplated, include details of material, labor, and overhead.

(6) Other Direct Costs (ODC).

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(ii) If the amount is not specified in the solicitation, attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.

(iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

(7) Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

(i) Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors.

State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable;

(ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;

(iii) Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;

(iv) Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(v) Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

(8) Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a)(2) are met.

#### **L.11 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed **\$500,000**. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least **5** contracts and subcontracts completed in the last **3** years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-

mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to

individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### **L.12 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)**

EPA will conduct a preproposal conference at the Andrew W. Briedenbach Environmental Research Center (AWBERC) in Cincinnati, OH on **February 22, 2006 at 8:30 AM ET**. **Directions to the facility can be found at the following web link.**

**<http://www.epa.gov/oamrtpnc/0510657/index.htm>**

Offerors planning to attend the conference should provide written notification to the contract specialist at prior to the conference date.

#### **L.13 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than **10 calendar days** after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.14 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT  
(EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.15 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)**

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

LOE per period for the Base Period and Option Periods I - IV

| LABOR CLASSIFICATION<br>----- | Base Effort<br>----- | Optional Effort<br>----- |
|-------------------------------|----------------------|--------------------------|
| Professional Level 4          | 2,000                | -0-                      |
| Professional Level 3          | 6,000                | 10,000                   |
| Professional Level 2          | 4,000                | 12,000                   |
| Professional Level 1          | 2,000                | 9,000                    |
| Technical Level 3             | -0-                  | 16,000                   |
| Technical Level 2             | -0-                  | 7,000                    |
| Technical Level 1             | -0-                  | 7,000                    |
| <b>TOTAL PER PERIOD</b>       | <b>14,000</b>        | <b>61,000</b>            |

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the

professional or technical level within which each company category falls.

(d) You should also submit Standard Forms 1411 for each of the following:

- 1) A summary proposal for the total contract period
- 2) For each contract period:
  - i) a Summary Proposal
  - ii) a Proposal for the basic quantity
  - iii) a Proposal for 61,000 Labor hours for the option quantity

#### DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

##### PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Chief Engineer  
Normal Qualifications: Ph.D. Degree or equivalent; and  
Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader  
Normal Qualifications: Masters Degree or equivalent; and  
Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst  
Normal Qualifications: B.S. Degree or equivalent; and  
Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.



Typical Title: Junior, Associate  
Normal Qualifications: B.S. Degree or equivalent; and  
Experience: 0-3 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

TECHNICIAN

(1) Level 3 - Performs nonroutine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician  
Experience: 6 years or more

(2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician  
Experience: 2-6 years

(3) Level 1 - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technicians, Technician Trainee Experience: 0-2 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

#### **L.16 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)**

For evaluation purposes, offerors shall propose the following amounts:

##### **BASE EFFORT**

| OTHER DIRECT<br>COSTS   | BASE              | OPTION            |
|-------------------------|-------------------|-------------------|
| Short Term              |                   |                   |
| Equipment Lease         | \$ 12,500         | \$ 65,000         |
| Supplies                | \$ 75,000         | \$ 390,000        |
| Travel                  | \$ 31,250         | \$ 162,500        |
| Shipping, Postage       | \$ 6,250          | \$ 32,500         |
| <b>TOTAL PER PERIOD</b> | <b>\$ 125,000</b> | <b>\$ 650,000</b> |

##### **OPTION I**

| OTHER DIRECT<br>COSTS   | BASE              | OPTION            |
|-------------------------|-------------------|-------------------|
| Short Term              |                   |                   |
| Equipment Lease         | \$ 13,125         | \$ 68,250         |
| Supplies                | \$ 78,750         | \$ 409,500        |
| Travel                  | \$ 32,813         | \$ 170,625        |
| Shipping, Postage       | \$ 6,562          | \$ 34,125         |
| <b>TOTAL PER PERIOD</b> | <b>\$ 131,250</b> | <b>\$ 682,500</b> |

##### **OPTION II**

| OTHER DIRECT<br>COSTS | BASE      | OPTION     |
|-----------------------|-----------|------------|
| Short Term            |           |            |
| Equipment Lease       | \$ 13,781 | \$ 71,663  |
| Supplies              | \$ 82,688 | \$ 429,975 |
| Travel                | \$ 34,453 | \$ 179,156 |
| Shipping, Postage     | \$ 6,891  | \$ 35,831  |

|                         |            |            |
|-------------------------|------------|------------|
| <b>TOTAL PER PERIOD</b> | \$ 137,813 | \$ 716,625 |
|-------------------------|------------|------------|

**OPTION III**

|                         |            |            |
|-------------------------|------------|------------|
| OTHER DIRECT COSTS      | BASE       | OPTION     |
| Short Term              |            |            |
| Equipment Lease         | \$ 14,470  | \$ 75,245  |
| Supplies                | \$ 86,822  | \$ 451,474 |
| Travel                  | \$ 36,176  | \$ 188,114 |
| Shipping, Postage       | \$ 7,235   | \$ 37,623  |
| <b>TOTAL PER PERIOD</b> | \$ 144,703 | \$ 752,456 |

**OPTION IV**

|                         |            |            |
|-------------------------|------------|------------|
| OTHER DIRECT COSTS      | BASE       | OPTION     |
| Short Term              |            |            |
| Equipment Lease         | \$ 15,194  | \$ 79,008  |
| Supplies                | \$ 91,163  | \$ 474,047 |
| Travel                  | \$ 37,984  | \$ 197,520 |
| Shipping, Postage       | \$ 7,597   | \$ 39,504  |
| <b>TOTAL PER PERIOD</b> | \$ 151,938 | \$ 790,079 |

**L.17 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business Set-Aside -- Total

Percent of the set-aside: Total

(b) 8(a) Program: Not Applicable

**L.18 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR

21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.19 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION  
(EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

**L.20 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICT OF INTEREST  
(RTP-L-14)**

(a) The purpose of this contract includes the requirement that the contractor collect and analyze environmental samples and/or conduct experiments. The long term goal of this research will be to develop suites of indicators that allow for the diagnosis of existing exposures, and to develop sampling and analysis strategies that permit this knowledge to be used on regional and local scales. Data from this research are used by the Agency in diagnosing ecological problems or to forecast future ecological conditions. The results of such analysis may not be in the best interest of a select industry, and the offeror's impartiality might reasonably be questioned on the grounds that it may act to benefit that industry though its work with the Agency in hopes of continuing a profitable relationship. The contractor will also provide the data and techniques necessary to determine the relative risk of multiple stressors, at multiple scales. Therefore, it is critical that any support data not be tainted by claims of conflict of interest. All offerors shall specifically disclose whether they have any business or competitive relationships (e.g., a parent/subsidiary affiliation or an existing contractual relationship) with firms who are directly affected by the processes that are used to diagnose ecological problems or to forecast future ecological conditions, or have a vested interest as an investor, in a business that would be affected.

(b) K provision entitled, ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify that it is not aware of any potential organizational conflicts of interest. If the offeror cannot so certify, then L provision entitled, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement with its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors)

may have a potential organizational conflict of interest.

(c) The Agency has determined that firms directly engaged in the business or which have a business or competitive relationship(s) with firms involved in the activities described in paragraph (a) above (further referred to as "these activities") may have significant potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, a potential organizational conflict of interest may exist with firms that provide consulting and/or technical services related to these activities.

(d) Firms responding to this solicitation are required to disclose any such business relationships. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent company, sister companies, affiliates, subsidiaries, and other interests held by an offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(e) The purpose of requiring the information covered by paragraphs (c) and (d) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to firms who are involved in these activities. Accordingly, the fact that a firm has, or plans to work for a company who is involved in these activities will not necessarily disqualify the firm for consideration for award on the basis of actual or potential conflicts of interest. The more dependent a firm is on commercial work that relates to these activities, the greater the risk to the Agency that there will arise during contract performance a significant number of conflict of interest situations which would preclude the Agency from using the contractor's support. There is no set formula for determining how much corporate business involving these activities would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational conflicts of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

## **L.21 MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS (RTP-L-16)**

### **1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this

document is to set forth the minimum standards for a contractor's COI plan.

## 2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

## 3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

### A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

### B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

### C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;

- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

#### D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

#### E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

#### F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

#### G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, e.g., a program manager who receives bonuses based on the total amount of

sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

#### H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

#### I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

### **L.22 SUBMISSION OF COST PROPOSALS (RTP-L-2)**

Offerors shall submit cost proposals for each of the following:

- 1) A summary proposal for the entire contract period
- 2) For each contract period:
  - i) a Summary Proposal (assume all options to be exercised)
  - ii) a proposal for the base (14,000 hours)
  - iii) a proposal for the 1,525 hour increment
  - iv) a proposal for the total of the options for increased quantity ( 1,525 X 40 = 61,000 hours)

Additionally, offerors shall submit a chart outlining the level of effort in hours and associated costs for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries, if any) for:

- 1) The base period base quantity.
- 2) The base period option for increased quantity.
- 3) The Option I period basic quantity.
- 4) The Option I period option for increased quantity.
- 5) The Option II period basic quantity.
- 6) The Option II period option for increased quantity.
- 7) The Option III period basic quantity.
- 8) The Option III period option for increased quantity.
- 9) The Option IV period basic quantity.
- 10) The Option IV period option for increased quantity.



11) The total contract.

Offerors shall submit a similar chart outlining travel and ODCs for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries) for the periods and optional increments outlined above.

In addition to the instructions set forth in paragraph (b) of the provision entitled "Instructions for the Preparation of Technical and Cost or Pricing Proposals," offerors shall submit a chart showing each firm's (prime and subcontractors) fully loaded hourly rate for each period and optional increment. The fully loaded rates should be a computation (total cost divided by total technical hours) based on the end result of your cost proposal.

Offerors shall provide a summary chart of the professional skill mix by the RFP specified labor categories (Prof. Level 4, Prof. Level 3, etc.) for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries).

Offerors shall submit the following information regarding indirect costs:

- 1) State the basis of proposed indirect rates;
- 2) If the rates are based upon a written agreement with a Government agency, then the offeror is required to provide a copy of the referenced agreement as an attachment to the cost proposal.
- 3) If the rates have been accepted by a Government agency other than by a written agreement, then the offeror shall state this in the cost proposal and shall provide information as to when and by whom the rates were accepted.

Offerors who prepare proposals by computer should submit a floppy disk of the proposal and supporting cost data (including all rates, factors and formulas) using Lotus 123. The disk should be double sided-double density and compatible with the IBM personal computer.

Proposals should include the results of the Prime Contractor's evaluation of subcontract cost as required by FAR 15.404-3(b)(2).

#### **L.23 CONFLICT OF INTEREST PLAN (RTP-L-7)**

Offerors shall submit, along with their cost proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in the L provision entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans". The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

The plan shall be evaluated in accordance with the criteria set forth in the Section M provision entitled "Evaluation of Conflict of Interest Plan."

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

**M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(b) Evaluation factors and significant subfactors to determine the quality of product or service:

***Technical Evaluation Criteria:***

The criteria elaborated upon below will be used to evaluate the offeror's technical proposal submitted to fulfill the requirements called for in the Statement of Work.. Offerors are encouraged to prepare their response as concisely as possible, paying close attention to the technical evaluation criteria presented. These criteria will be stringently adhered to in the selection process and will be used to determine award points for each offeror's submission. The total maximum score is 100 points.

I. Past Performance 25 points

Demonstrate successful past performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three years and those currently in process for similar work that are relevant to needs statements in the SOW. Work which would be considered similar for this effort includes: molecular analysis of nucleic acids and proteins, advanced analytical chemistry; taxonomic analysis; GIS analysis; and culture/toxicity testing of aquatic and terrestrial organisms. The offeror's past performance will be evaluated based on the information obtained through the Past Performance Questionnaire (see Section J which identifies this attachment).

Offerors should include a description of relevant specific personnel qualifications that the offeror proposes in the base in order to provide technical support required in the SOW that addresses;; molecular analysis of nucleic acids and proteins ; advanced analytical chemistry; taxonomic expertise; GIS experience; and experience culturing and toxicity testing of aquatic and terrestrial organisms.

(Instructions: As discussed in the L Provision entitled "Past Performance Information," offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process for similar work. Information should be provided as indicated in the L Provision.)

NOTE: As discussed in the L Provision entitled "Past Performance Information," if an offeror has no available past performance, a neutral rating of adequate (score = 3) will be assigned for the past performance criteria.

II Demonstrated Qualifications of proposed On-site Project Manager 10 points

The offeror shall describe specific, relevant experience and availability of the proposed on-site Project Manager in providing services similar in scope to those described in the Statement of Work. Provide contract numbers, dates and project officers/team leaders for projects listed. The offeror shall also provide detailed resume for the proposed Project Manger.

Offerors should include a description of relevant specific qualifications of the proposed Project Manger relative to each of the following activities: molecular genetic laboratory work; chemistry laboratory work; taxonomic expertise; GIS experience; and experience culturing aquatic organisms.

The information provided should clearly establish the individual's

- educational achievements
- specific past experience in performing similar projects as those anticipated under this solicitation
- specific role held by the proposed individual in projects cited
- length of time he/she held that role
- goals met and achievements in that role

Do not include a generalized resume in the text (they may be included as an appendix). Include a letter of commitment for the proposed Project Manger.

### III Technical Approach

35 points

Demonstrated technical approach to the Statement of Work. The offeror's proposal must include a description of the technical approach for performing each of the tasks listed in the Statement of Work and demonstrate their knowledge in the area of ecological exposure research. Address how the critical services in the areas of molecular analysis of nucleic acids and proteins, advanced analytical chemistry; taxonomic analysis; GIS analysis; and culture/toxicity testing of aquatic and terrestrial organisms will be provided within the base personnel allocation.

IV Adequacy of Program Management Plan 15 points

Demonstrated effectiveness of the proposed program management plan specifically tailored to the activities that will be conducted to fulfill the requirements of the Statement of Work to ensure timely, high-quality, cost effective performance under any resulting contract. Address the plan for recruiting qualified personnel, both in relation to contract start-up and continuing throughout the life of the contract; for training personnel to ensure they remain conversant with their scientific specialities; for management and distribution of work between any proposed consultants/subcontractors; and for retaining qualified personnel to work under this contract.

V Adequacy of QA/QC Program 15 points

Demonstrated appropriateness of quality assurance procedures as proposed in a tailor-made Quality Management Plan (QMP) or in a corporate quality manual. The QMP should conform to EPA QA/R-2, "EPA Requirements for Quality Management Plans", available at <http://www.epa.gov/quality/qs-docs/r2-interim-final.pdf>

TOTAL POINTS 100

**M.4 EVALUATION OF CONFLICT OF INTEREST PLAN (RTP-M-1)**

The plan described in Section L entitled, "Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award. The contractor's COI plan will be evaluated as part of the contractor's responsibility determination.

ATTACHMENT 1

STATEMENT OF WORK

**National Exposure Research Laboratory  
Ecological Exposure Research Division  
On-Site Technical Support**

STATEMENT OF WORK

**I. BACKGROUND:**

The National Exposure Research Laboratory (NERL) is one of three research laboratories within the U.S. Environmental Protection Agency's (EPA) Office of Research and Development (ORD). The NERL is organized into five divisions, two of which are located at the Andrew W. Breidenbach Environmental Research Center (AWBERC), 26 West Martin Luther King Drive, Cincinnati, Ohio, namely, the Ecological Exposure Research Division (EERD) and the Microbiological & Chemical Exposure Assessment Research Division (MCEARD). The purpose of this solicitation is to advertise for a contractor to provide technical support to the EERD. The mission of EERD is to improve the scientific basis for understanding, measuring, and protecting biological integrity so that EPA and other resource agencies can make sound, defensible environmental decisions. Our research is primarily focused on the development, evaluation, and implementation of new methods to assess ecosystem condition, to evaluate biotic responses to environmental stressors, and to predict future vulnerability of natural populations and communities. The scale of our research ranges from molecular to ecosystem levels of biological organization and addresses immediate as well as emerging environmental threats. To accomplish this mission EERD employs ecologists, biologists, molecular biologists, chemists, population geneticists, toxicologists, biochemists and others to develop suites of biological indicators describing the condition of watershed ecosystems and quantifying the extent, magnitude and sources of exposure of ecosystem components to chemical, biological and physical stressors.

The EERD develops suites of ecological/biological indicators to describe the condition of ecosystems, primarily aquatic (but also terrestrial), and to determine if said ecosystems have been negatively impacted by anthropogenic stressors. This contract is intended to support EERD-sponsored research.

The EERD is involved in research related to:

1. Development of measures of ecological condition and exposure linked to known chemical, physical or biological stressors;
2. Field validation of indicators, testing their practicality, signal-to-noise

- ratio, and fidelity;
- 3. Diagnostic analyses employing combinations of measurements to reveal patterns characteristic of stressors; and
- 4. Application of tools in both local and national programs to characterize exposure and evaluate risks.
- 5. Development of quantitative, ecological/biological indicators to assess primarily aquatic systems (may also develop such indicators for terrestrial systems).

The primary benefits to be derived from the EERD's ecological research program will be to:

- 1. provide the techniques, and in some cases the data, necessary to determine the relative risk of multiple stressors, at multiple scales, for the Agency and environmental managers at all levels of government;
- 2. develop an improved understanding of ecological exposure, including better measurement methods and models; and
- 3. develop exposure assessment methods for use by local, regional and national environmental managers.

In accordance with the goals of this research program, the EERD has developed a research strategy with two main parts. In one, indicators are developed to measure the condition of valued ecological resources and the exposures that place them at risk. In the second, the ability to measure and analyze exposures to environmental stressors is used to estimate the vulnerability of ecosystems, monitor and assess the environment, and recommend and evaluate the options for ecosystem restoration. The long term goal of this research will be to develop suites of indicators that allow for the diagnosis of existing exposures, and to develop sampling and analysis strategies that permit this knowledge to be used at regional and local scales. Data from this research are used by the Agency to diagnose ecological problems or to forecast future ecological conditions.

The research strategy includes indicator development. Indicator development follows a process that leads to metrics that measure a characteristic of the environment that provides evidence of

- 1. the condition of the valued resource;
- 2. the magnitude of stress;
- 3. habitat characteristics; or



4. the degree of exposure to the stressor.

Indicator development is a sequential process. Measurement development is primarily a laboratory process and creates the method for measuring the indicator. Indicator Evaluation is the research that defines the detection limits and uncertainties of the indicator in a real world situation. Field-evaluated indicators can then be combined with other indicators or used directly to assess whether ecosystems are stressed. Ecological criteria development denotes the ranges of values that occur in the environment and can be used to set achievable protection and restoration goals. Diagnostic analyses establish patterns of indicators that reveal sources and critical stressors. Empirical data on vulnerable ecosystems is used in conjunction with other data to complete ecosystem analyses especially at the watershed or regional scale.

EERD primarily develops indicators that can be used to describe the characteristics and integrity of aquatic ecosystems and receptors at several levels of biological organization and across multiple geographic scales. The focus is on:

1. Molecular, biological, chemical and physical indicators of population vulnerability;
2. Molecular, biological, chemical and physical indicators of community condition; and
3. Molecular, biological, chemical and physical indicators of habitat and ecosystem condition

EERD also develops new indicators or analyzes existing measurements to characterize the nature of stressors to ecosystems. Emphasis currently is on:

1. indicators of chemical stress; and
2. indicators of habitat and ecosystem degradation.

By its very nature and definition, ecological research involves studies of the relationships between the abiotic and biotic components of ecosystems. The EERD's ecological mission requires support from a contractor that can provide integrated services in a spectrum of scientific disciplines from physical, chemical and geographical characterizations of ecosystems to biochemical and physiological measurements of ecosystem processes and individual exposures. Because of the disciplinary breadth of

this work, contractor personnel must be capable of operating an equally extensive array of Government furnished scientific instrumentation.

The on-site work involves the use of specialized and customized scientific facilities and instrumentation in a laboratory setting or in the restricted access aquatic holding and testing facilities. In some cases the contractor and EPA will perform multiple measurements on biological specimens for different purposes. Preparation for analysis must be sequenced so that samples are not degraded.

The required services will be specified through Work Assignments (WAs) issued by the Contracting Officer (CO) and technically managed by the contract level Contracting Officer's Representative (COR) with assistance from various Work Assignment CORs (WA-CORs). Task areas associated with the contract are: 1) Sample Collection; 2) Sample Analysis; 3) Methods Development and Testing; 4) Statistical, Geographical and Data Management; 5) Quality Assurance/Quality Control (QA/QC); 6) Technological Transfer and Reporting Requirements; and 7) Operation and Maintenance of AWBERC's Aquatic Research Facility.

## **II. GENERAL:**

The primary focus of the contractor's effort shall be to provide high quality "core" field and on-site support for the conduct of ecological exposure research. "Core" refers to the minimum support capability to perform those activities that EERD scientists need to ensure research integrity and success. However, some activities, although initially deemed "core" can be classified "non-core" at a later date. Consequently, as activities become designated "non-core" EERD reserves the right to out-source those activities to non on-site contractors.

The contractor shall provide the personnel and services required to develop work plans (including quality assurance plans (QAPs) where appropriate) in response to work assignments (WAs) for laboratory and field studies, for data collection and transfer, and for data summary and report preparation. The contractor shall provide expertise for ecological and biological methods development, exposure monitoring, chemical analyses and quality assurance. Examples of the types of tasks the contractor may be ordered to perform by WA are as follows:

### III. DISCUSSION OF TASKS:

***TASK 1 - SAMPLE COLLECTION:*** The contractor shall obtain reliable environmental field samples, i.e., representative of the resource being examined; and non-field samples, i.e., from controlled experiments (e.g., experiments conducted in the Aquatic Research Facility, experiments conducted in AWBERC laboratories). The term “samples” is used herein to incorporate more than just physical samples; primarily samples refer to biological samples, e.g., vertebrate species (e.g., fish), macroinvertebrate species (e.g., insects), periphyton, phytoplankton, zooplankton, macrophytes, etc. It also includes data collection, such as, habitat metrics, riparian metrics, hydrological metrics, geomorphological metrics and geophysical metrics. Appropriate principles of planning, sample design, quality control, sample shipment, preservation, and documentation shall be adhered to. Approved QA plans must be in place prior to sample analysis activities commencing. General activities the contractor may be called upon to perform are:

- A. Preparing sampling plans
- B. Organizing logistics
- C. Collecting samples
- D. Preserving samples
- E. Transporting samples
- F. Documenting the total sampling procedures

Examples follow:

(A) Preparing sampling plans: The contractor shall prepare plans based upon the requirements of the research objectives set forth in the WA. Specific protocols may be identified by EPA or the contractor may be required to propose protocols for EPA approval. Sampling plans shall address any of the required activities associated with gathering samples, including, but not necessarily limited to, organizing the logistics, collecting the samples, preserving the samples, and transporting the samples to locations for analysis. QA/QC considerations shall be integral to each sampling plan.

(B) Organizing logistics: The contractor shall organize the logistics for sampling activities. Such activities would include, but not necessarily be limited to, the following:

- 1. Identifying personnel to participate in the sampling activity.
- 2. Ensuring personnel are properly trained.
- 3. Identifying and assembling all materials and equipment necessary to complete the sampling activities. Examples of equipment that may be necessary are backpacks, hand-held Global Positioning System (GPS)

equipment, electrofishing devices, macroinvertebrate collection devices, phytoplankton collecting devices, water column collecting devices, sediment collecting devices and boats outfitted with research grade hydroacoustic laser fish and physical structure finding devices and electrofishing equipment. Some government property may be furnished to the contractor “as is” if not otherwise needed for the performance of government work. The contractor shall furnish all other equipment for the completion of field sampling activities.

4. Making all travel arrangements for sampling team.
5. Arranging for access to sites in the field (e.g., obtaining collecting permits).
6. Arranging for the transportation of samples from the site of collection to location(s) designated for further analysis.

(C) Collecting samples: The contractor shall collect the samples in accordance with the protocols approved in the sampling plan.

(D) Preserving samples: The contractor shall preserve the samples in accordance with the protocols approved in the sampling plan.

(E) Transporting samples: The contractor shall safely transport the samples to the location(s) designated in the sampling plan. The contractor shall ensure that all local, state and federal regulations related to the transportation of the specific samples to be shipped are strictly adhered to.

(F) Documenting the total sampling procedures: Sufficient documentation to allow a third party to reconstruct all procedures used must be maintained.

ACCEPTANCE CRITERIA: Sampling plans shall be comprehensive and shall address all facets of the sampling activities. All sampling plans shall conform to EPA standards for QA/QC. All pre-sampling logistics shall be arranged so as to preclude avoidable problems associated with the sampling activities. Samples shall be collected in strict conformance with the approved sampling plan. QA/QC oversight shall be fully documented. Collected samples shall arrive at those locations designated for further analysis undamaged. All samples shall be clearly identified pursuant to the protocols set forth in the sampling plan in a manner to ensure the identification remains clear during all sample handling and transportation steps. Chain of custody procedures shall be clearly defined and strictly followed.

Approved QA plans, written by either the EPA or the contractor, must be in place prior to activities commencing.

**TASK 2 - SAMPLE ANALYSIS:** The emphasis of this contract shall be on providing high quality, well trained technical support for planning, analyzing and reporting sample results from either field studies or laboratory controlled studies. Approved QA plans must be in place prior to sample analysis activities commencing. Sampled media shall include, but not be limited to, water, sediments, soils and biologicals. Samples collected for chemical analyses shall be analyzed for, but not be limited to, metals, organometallics, polar and non-polar volatile and semi-volatile organic compounds, inorganic ions and known or expected endocrine disrupting compounds. Samples collected for biology may span the level of biological organization; they may include, but not be limited to, biochemicals (e.g., proteins and DNA/RNA) and organism identifications. Samples analyses may include, but are not limited to, the following activities: sample login; sample preparation; sample analysis; and reporting results. Sample analyses the contractor may be called upon to perform are:

- A. Chemical analyses
- B. Fish, macroinvertebrates and periphyton identifications to the lowest taxonomic level
- C. Tissue, blood, etc. analyses (after necropsis and biopsy)
- D. Environmental indicator analyses (molecular and non-molecular levels; indicators span levels of biological organization, e.g., community, population, organism, organ system, organ, cell, etc.)
- E. Aquatic toxicity testing

Examples follow:

(A) Chemical analyses: Perform routine chemical analyses following EPA protocols. Analyses may involve pesticides and PCB's by accelerated solvent extraction, column clean-up procedures and gas chromatographic determinant steps, total suspended solids, various ions analyzed with an ion chromatograph or with segmented flow analyzers, etc. Sample matrices may include water, biological tissue (e.g., fish), sediment, soil, chlorophyll analysis, microbial enzymes assays, and sediment respiration tests and other procedures and activities specified in work assignments .

(B) Identify fish, macroinvertebrates and periphyton to the lowest taxonomic level: In the field and in a laboratory setting, identify fish, macroinvertebrate and phytoplankton to the lowest possible taxon, usually at the genus and species level. For fish, external condition factors such as lesions or internal characteristics may need to be determined.

(C) Tissue, blood, etc. analyses (after necropsis and biopsy): Analyses may include immunological, reproductive, biochemical, hematological, cytological, biometabolism, histological, enzyme induction, DNA, and other analyses for which there are in-house

methods. For example, molecular biological analyses including DNA fingerprinting and polymerase chain reaction (PCR) measurements of changes in tissue gene expression may be required.

(D) Environmental indicator analyses (molecular and non-molecular levels): Indicators span levels of biological organization, e.g., community, population, organism, organ-system, organ, cell, etc. Analyses may include application, formulation and interpretation of measurements from examples A-C, above, to the derivation and reporting of biological metrics and indices (e.g., index of biotic integrity, genetic similarity indices, water quality standard, biocriteria, regional indicator profiles). These metrics and indices make the basic biological, chemical and physical measurements available in client usable form for consideration in ecological risk assessments.

(E) Aquatic toxicity testing: The toxicity testing shall include USEPA toxicity test procedures for marine and freshwater vertebrates and invertebrates and other available Agency procedures as well as modified or appropriately documented procedures in the scientific literature. The test procedures will either be provided to the contractor with a specific WA or the contractor may propose an appropriate test procedure subject to COR/WA-COR approval. The aquatic toxicity tests and exposures shall be conducted at NERL - Cincinnati with animals either cultured within the aquatic facility or organisms captured at sampling sites. In-stream toxicity tests shall be performed using deployed or temporary, mobile on-site testing facilities. These tests are performed on freshwater and marine animals and plants using pure compounds, mixtures and/or environmental samples.

Equipment: The above referenced types of analyses may require the shared use of specialized equipment such as a clinical analyzer, flow cytometer, confocal microscope, image analysis systems and other instrumentation. The chemical analyses may require the shared use of gas chromatographs, ion chromatographs, accelerated solvent extraction units, segmented flow analyzers and basic equipment used for sample preparation. The contractor may be required to maintain, operate and perform analyses using the following specialized instrumentation for chemical, biochemical, cytological and reproductive research as well as new state-of-the-art instruments as they become available:

1. UV/Vis (water cooled 5 Watt Argon ion, a 300 m Watt Air cooled argon and a HeNe) laser activated flow cytometer cell sorter
2. Water cooled UV Vis (Argon ion) Laser scanning confocal microscope and cell sorter
3. Impedance cell counter and multisizer
4. Microplate chemiluminometer

5. Programmable image analyzers
6. Specifically programmed and modified auto analyzers, HPLCs, plate readers and spectrofluorometers
7. Hyperspectral radiometer
8. Computer assisted image analysis system including an interconnected fluorimager, and several integrated work stations
9. HP gas chromatographs with data handling software
10. Ion chromatograph
11. Accelerated flow extraction system
12. Alpkem segmented flow analyzers
13. Macroinvertebrate collecting devices
14. Nomarski equipped research grade microscopes for macroinvertebrate and diatom identification
15. Cahn Electrobalance
16. Base station and Geographical Information System (GIS) mapping equipment;
17. Uniquely constructed artificial mesocosms
18. Specialized sediment exposure/renewal system
19. Customized double door constantly ventilated precision exposure chambers for toxicity testing
20. Automated DNA thermalcyclers and sequencers
21. Microarray scanner
22. Bioanalyzer
23. Robotic workstations for sample prep.
24. Spectrophotometer/plate readers

ACCEPTANCE CRITERIA: Sampling analyses shall be designed to meet the objectives of the sample analysis program. All analyses shall conform to EPA standards for QA/QC. Records must be adequate with respect to completeness and reconstructibility. Evidence that the samples were analyzed correctly must exist. Examples are:

1. sample response of instruments within the calibration range of standards
2. data to show the applicability of the method to the sample analyzed, examples of such may be: sample matrix recovery data, sample matrix precision data, sample matrix method detection limit, etc.
3. identification of qualifications of personnel performing the analysis
4. identification of standards used in the analysis
5. documentation showing contractor supervisor review of results
6. quality control data for each batch of analyses

Samples shall be analyzed in strict conformance with the approved QA plan. QA/QC

oversight shall be fully documented. Samples shall be inspected prior to analysis to ensure that they have arrived undamaged from the field, that they have been properly preserved, that they have been properly identified, and that they have not exceeded their allowable holding times. Chain of custody procedures shall be clearly defined and strictly followed.

Approved QA plans, written by either the EPA or the contractor, must be in place prior to activities commencing.

***TASK 3 - METHODS DEVELOPMENT AND TESTING:*** The contractor shall provide trained, technical personnel capable of initiating indicator development research. Contractor personnel shall be able to perform a needs analysis, plan the research, prepare project work plans and QA project plans, carry out the research, validate the results, and disseminate the research findings in the appropriate communications media (journals, presentations, symposia, etc.). General areas in which the contractor may be requested to provide support are:

- A. Molecular biology methods (nucleic acids research, metabolites, biochemical indicators, etc)
- B. Ecological exposure assessment methods (diagnostic methods)
- C. Remote sensing and technological advances
- D. Environmental models for aquatic resources (including landscape, biological, hydrological and geomorphological data elements)
- E. Literature searches and data mining of existing data bases
- F. Chemical analysis method problem solving capability

Examples follow:

(A) Molecular biology methods (nucleic acids, metabolites, biochemical indicators, etc):

Develop methods including appropriate characterization measurements, e.g., single lab/group ruggedness, sensitivity, selectivity, reliability, accuracy, precision, and method detection limits as applicable to the method, as well as QA/QC criteria to support routine application. Molecular biological methods include genetic population analyses (e.g., DNA fingerprinting) and measurement in changes in tissue gene expression using reverse transcriptase polymerase chain reaction approaches. Indicators cut across various levels of biological organization (e.g: proteins, RNA/DNA, cells, organs, organ systems, individuals, populations, communities, etc.).

(B) Ecological exposure assessment methods (diagnostic methods): Perform laboratory exposures, uptake and/or depuration studies, and selected assays on organisms to validate biomarker and bioassessment methods and stressor and source identification.



(C) Remote sensing and technological advances: Design and perform field studies to acquire imagery in combination with ground data. Develop models to convert raw imagery and to interpret maps of algal concentration, total suspended solids (TSS) and other water parameters of interest. Determine values that may reveal details of stressors in rivers and lakes.

(D) Environmental models for aquatic resources (including landscape, biological, hydrological and geomorphological data elements): Evaluate and develop empirical models of relationships between stream biology and landscape, hydrologic and geomorphologic variables. Part of this task will require performing univariate and multivariate statistical analyses using specialized software (e.g., CANOCO, PC-Ord) to examine relationships between ecological gradients and causal environmental variables. Another aspect of this work requires development of empirical (statistical) models based on the relationship between underlying variables or aggregates of variables expressed as metrics or indicators. The application of GIS techniques and software including spatial modeling will also be necessary to develop appropriate models.

(E) Literature searches and data mining of existing data bases: Search the literature for appropriate research articles and analyze existing data bases for data useful to current research problems.

(F) Chemical analysis method problem solving capability: Modify an existing method so as to make the procedure applicable to new analytes and/or explore different techniques for cleaning-up samples in order to make the techniques more sensitive and/or efficient without eliminating any analytes of interest.

ACCEPTANCE CRITERIA: Projects shall be conducted in strict conformance with approved project and QA plans. Records must be adequate to allow independent researchers to reproduce the results. Outcomes from these research efforts should be published in the peer review literature.

Approved QA plans, written by either the EPA or the contractor, must be in place prior to activities commencing.

***TASK 4 - STATISTICAL, GEOGRAPHICAL AND DATA MANAGEMENT:*** The contractor shall provide statistical and data base expertise. Statisticians shall be skilled in parametric and non-parametric techniques, be familiar with statistical computer packages, e.g., SAS, and be able to work collaboratively with environmental scientists. The contractor shall be responsible for data base management. Data base management personnel shall be familiar with Agency Information Management Guidelines and Agency authorized data base management software. General activities that the contractor may be

called upon to perform are:

- A. Support contractor staff in designing experiments, field studies, new methods, etc.
- B. Support in managing data from analytical and methods development and testing
- C. Support in interpreting data and providing outputs - statistical, geographical information systems (GIS)
- D. Construction, maintenance and input data to EPA data bases

Examples follow:

(A) Support contractor staff in designing experiments, field studies, new methods, etc: Give aid to scientists preparing sampling, project, QA/QC plans, etc. so that a proper statistical design, accounting for the goals of the study and giving proper consideration to errors, are prepared. Provide statistically rigorous project implementation plans, guidance to contractor scientists, interim statistical analyses and final statistical analyses of projects. Statistical analyses will be needed for population sampling designs, comparability of alternative methodology, selection of appropriate QA/QC statistics for inclusion in analytical methodology, selection and use of appropriate statistical analyses to evaluate chemical and biological data, including molecular genetic analyses for diversity.

(B) Support in managing data from analytical and methods development and testing: Develop statistical methods for interpreting molecular, biological and ecological, empirical and experimental data, including such specific areas as GIS spatial analyses, complex genetic patterns and very large data sets. Maintain and analyze databases. Set-up and maintain a GIS database and perform spatial and statistical analyses; and provide written, photographic or graphical reports of the work performed. Retrieve data from electronic and hard copy sources, conduct data verification, and input all forms of data into databases.

(C) Support in interpreting data and providing outputs - statistical, geographical information systems (GIS): Provide technical and statistical expertise for biomarker, Geographic Information Systems (GIS), freshwater and marine toxicity testing for reference laboratory sample evaluation, statistical analyses and limit setting, instruction preparation, and review of results and performance of participating laboratories. Run routine exploratory and definitive data analyses for univariate and multi-variate data sets using parametric and non-parametric analyses. Access data bases using QuatoPro, Lotus, FoxPro, SAS and PARADOX. Perform statistical analyses using SAS and other computer software. GIS analyses will require the use of ARCInfo and ARCview and a

familiarity with interpreting and accessing other databases.

(D) Construction, maintenance and input data to EPA data bases: Develop database management and statistical analysis procedures for the data produced from stream system ecotoxicity and bioassessment experiments

ACCEPTANCE CRITERIA: The production of sampling, project, QA/QC plans, etc. that hold up under peer review. The production of final reports suitable for publication in peer reviewed journals. Construction/management of databases according to established policies and procedures.

Approved QA plans, written by either the EPA or the contractor, must be in place prior to activities commencing.

***TASK 5 - QUALITY ASSURANCE/QUALITY CONTROL:*** The primary focus of the contractor's effort shall be to improve and document the quality of the data being produced. The Agency has a formal quality assurance program which contractor personnel shall be expected to adhere to. Some pertinent QA management tools can be viewed at:

<http://www.epa.gov/quality/qatools.html>.

The contractor shall participate in recognized accreditation programs where one is available for part or all of the contractor's operation. An example of such a program is the National Environmental Laboratory Accreditation Conference (NELAC) lab certification program, <http://www.epa.gov/nelac/nelac.html>.

Numerous techniques may be used, e.g., management, statistical, investigative, preventive, etc., to maximize the quality of the data. General activities the contractor may be expected to perform in this area are:

- A. Develop and implement overall Quality Management Plan (QMP)
- B. Develop and implement Quality Assurance Project Plans (QAPPs) for individual projects when requested by COR or WA-COR
- C. Develop and implement Standard Operating Procedures (SOPs)
- D. Conduct and participate in QA audits

Examples follow:

(A) Develop and implement overall QMP: The contractor shall develop an overall plan delineating management and employee responsibilities for producing quality work. If a

corporate QMP exists, it may be submitted for approval. Additional QMPs for individual “Labs”, such as the Benthic Lab or the Chemical Analysis Lab, may be required by the COR or WA-COR.

(B) Develop and implement QAPP for individual projects: Individual projects require QAPPs to ensure that appropriate procedures are being applied to environmental measurement activities and to ensure that the data quality objectives and goals of the work effort are realized. QAPPs may be written by the EPA or requested of the contractor by the COR or WA-COR when the EPA considers it appropriate.

(C) Develop and implement SOPs: For all laboratory and field methods, protocols and procedures, develop and maintain detailed written SOP's.

(D) Conduct and participate in QA audits: The contractor shall perform QA Audits of assigned projects. Findings of these audits and resulting corrective actions shall be reported to WA-CORs. Audits are conducted to ensure that the work is being performed according to pre-agreed upon criteria (project plans, QA plans, SOPs, etc.), to ensure that the reported results are supported by the raw data, and to ensure that enough documentation is available to reconstruct the study.

ACCEPTANCE CRITERIA: Develop appropriate QA documentation for all assigned work. Audits against the approved QA plans and SOPs shall be conducted regularly by a qualified individual who is independent of the lab or group being audited. Audits may be project specific or group specific, such as an audit of the Chemical Analysis Lab.. Submit audit reports to the COR and WA-COR. Also submit a copy of the report to the EERD QA manager. Perform corrective action on deficiencies. Corrective action must be approved by the WA-COR.

***TASK 6 - TECHNOLOGY TRANSFER AND REPORTING REQUIREMENTS:*** The contractor shall be required to provide high-quality outputs that are readable/intelligible to a myriad of audiences, ranging from the general public to the scientific community. The contractor shall support the Agency’s efforts in this regard. General activities the contractor may be requested to perform are:

- A. Develop posters and oral presentations for seminars
- B. Provide training to EPA and other scientists on methods developed
- C. Prepare draft and final reports on all work performed
- D. Prepare journal articles

Examples follow:

(A) Develop posters and presentations for seminars: Prepare and present posters and oral presentations on the technical work and activities related to this contract at inhouse and outside seminars and meetings and at scientific meetings as required.

(B) Provide training to EPA and other scientists on methods developed: Demonstrate methods and techniques developed under the contract to USEPA or other designated persons such as visiting scientists.

(C) Prepare draft and final reports on all work performed: Prepare reports on work performed under the contract. Reports should be in enough detail as to allow a knowledgeable person to reconstruct the events.

(D) Prepare journal articles: Journal articles are prepared on research projects conducted under this contract.

ACCEPTANCE CRITERIA: Documents prepared to communicate results of research must be provided in hard copy and electronic format. Outputs should withstand scientific peer review by US EPA staff and outside scientific reviewers.

*TASK 7 - OPERATION AND MAINTENANCE OF AWBERC's AQUATIC RESEARCH FACILITY:* NOTE: The AWBERC houses a Central Animal Facility as well as the Aquatic Research Facility. The Central Animal Facility is also contractor maintained **under a separate contract**. Currently the AWBERC combined Aquatic and Animal Facility is accredited by AAALAC. AAALAC accreditation of this joint facility is expected to be maintained. Accordingly, the contractor for the Aquatic Research Facility will need to operate in such a manner as to maintain the Association for Accreditation and Assessment for Laboratory Animal Care (AAALAC) accreditation. The contractor shall maintain the Aquatic Research Facility at the AWBERC which houses aquatic species (as well as some plant species) used for research activities. The contractor shall be responsible for the care and feeding of the aquatic lifeforms, general maintenance of the facility and supply the highest quality organisms for research. Contractor personnel shall be qualified, knowledgeable, and experienced in all aspects of aquatic species culturing as well as facility management, including implementation of provisions of the Animal Welfare Act. Services shall be provided in strict conformance with the National Institute of Health's (NIH) "Guide for the Care and Use of Laboratory Animals", AAALAC requirements, and applicable Good Laboratory Animal Care (GLAC) and Quality Assurance/Good Laboratory Practices (GLP - 40 CFR, Part 160, 1989) regulations and guidelines. The contractor shall participate in audits conducted by AAALAC on a 3-year cycle and shall coordinate any resulting corrective procedures with the COR before implementing any corrective action. EPA is responsible for paying the yearly dues required by AAALAC. The contractor shall comply with all AWBERC

policies related to the Central Animal/Aquatic Research Facility and shall be responsible for all aspects of employee safety including those factors resulting from the testing of hazardous chemical and biological substances. The major areas of contractor support include:

- A. Culture and hold freshwater and/or marine fish, invertebrates and plants
- B. Provide technical support for specific research projects
- C. Maintain facilities including Government Furnished Equipment and Aquatic Research Facility water supply system

(A) Culture and Hold Freshwater and/or Marine Fish, Invertebrates and Plants: The contractor shall operate and maintain freshwater and marine fish, invertebrate and plant cultures for research toxicity testing purposes on a daily basis. The organisms to be maintained include, but are not necessarily limited to:

- ✓ Fathead minnows
- ✓ *Ceriodaphnia*
- ✓ *Daphnia magna*
- ✓ *Hyallolella azteca*
- ✓ Duckweed
- ✓ Embryo/larval trout

The contractor shall perform associated QA/QC activities (including quarantine periods, conducting and recording routine culture management activities and information, health screening, routine water chemistries, and reference toxicant tests according to established SOPs) as necessary to document the conditions of culture and quality of the cultured organisms for their specified use.

When not needed for AWBERC research activities, the contractor may be directed to properly package and arrange for transportation of cultured organisms to other organizations both within and outside of the EPA.

(B) Provide Technical Support for Specific Research Projects: The contractor shall provide technical support for specific research projects.

(C) Maintain Facilities Including Government Furnished Equipment and Water Supply System:

The contractor shall maintain the Aquatic Research Facility in a sanitary manner sufficient to meet the standards of AAALAC, GLAC, GLP, etc. The contractor shall maintain all Government Furnished Equipment in safe working order. These include, but are not limited to: fish tanks, aquariums, and terrariums.

The contractor shall operate and maintain the culture water supply system for the Aquatic Research Facility. This system uses carbon filtered tap water supplemented with 29% liquid calcium chloride to maintain the appropriate hardness of the culture water. Routine water quality parameters such as pH, hardness, alkalinity, conductivity, temperature and residual chlorine shall be monitored daily. The amount of calcium chloride added to the system shall be adjusted as needed to maintain an acceptable hardness level in the culture water for the Aquatic Research Facility. Both the drum of calcium chloride and the metering pump used to add it to the water system are located in room 742. Temperature is monitored daily and shall be adjusted in room 740, using either the hot and cold water mixing valve on the north wall, the control thermostats for the heaters in mixing tanks 2 and 3 or the Frigid Units electronic chillers in mixing tank 3. In addition, the four large mixing tanks located in room 740 shall be cleaned by scrubbing and siphoning on a weekly basis or more frequently if required. The on-site maintenance contractor (under a separate contract) is responsible for operating and maintaining the activated carbon filters and all pumps or plumbing associated with this water system.

The contractor shall also maintain any ultrapure water unit(s) used to process ASTM type 1 deionized water for use in the preparation of any standard laboratory grade waters required for culture and testing activities. This includes monitoring all water used from the unit(s) and changing the filter cartridges in the unit(s) as specified. The contractor shall also maintain the timers used to cycle water through the system(s) on a routine basis during the day. This includes checking the timers daily, to insure the timer is working properly and that the timer displays correct time. The contractor shall also provide acceptable quality deionized water for making reconstituted water as required by SOPs for the specific cultures of organisms and exposures. Finally, the contractor may be required to operate and maintain an on-site artificial laboratory stream system.

**ACCEPTANCE CRITERIA:** The Aquatic Research Facility shall be operated in such a manner as to ensure:

1. The Aquatic Research Facility's AAALAC accreditation is maintained.
2. There are no serious breeches of the various guidelines and regulations that apply to the use of laboratory animals in a research facility and no instances of compromised worker health or safety.
3. Cultures of aquatic animals are maintained in sufficient quantity and quality to meet the stated needs of the EPA as identified in Work Assignments.

4. Approved QA plans, written by either the EPA or the contractor, must be in place prior to activities commencing.

#### **IV. SEASONAL FIELD STUDIES:**

As directed by work assignments, the contractor shall provide seasonal personnel, supplies and/or equipment for work to be performed under various tasks. For example, sample collection could well involve the collection of biological, chemical, and physical samples, processing/ tracking of samples, identification or sorting of biological samples, and performing toxicity, biomarker or other types of analyses associated with seasonal field collections as well as sample collection in a laboratory setting. Such studies may involve the collection of terrestrial and/or aquatic plants and animals, physical habitat information, water samples, sediment samples and soil samples.

These studies may last from 1 to 6 months. The number of personnel needed will vary depending on the duration and extent of the studies. Field teams shall be trained and directed by full-time contractor personnel assigned to the contractor's on-site staff in Cincinnati. The number of sites visited during these studies normally range from 1 per day to 10 per day, depending on the nature of the collection activity and distance between sites. These studies may involve travel anywhere in the continental United States typically from 1 to 4 weeks at a time.

#### **V. MANAGEMENT REQUIREMENTS:**

All on-site activities conducted by the contractor shall be supervised and managed by the contractor's on-site Project Manager (PM). The PM shall receive technical direction, when necessary, from the Government COR. The PM will be responsible for the day to day work.

The contractor shall perform Quality Assurance Audits. Results of these audits shall be included in the coinciding monthly reports. The contractor shall audit and monitor research activities performed in this statement of work to insure compliance with the USEPA NERL Integrated Information and Quality Management Plan (IIQMP), dated spring 2002. Results of regular QA audits shall be submitted to the COR, WA-COR, and NERL QA manager. The USEPA reserves the right to audit and inspect facilities, procedures, and records used or produced by the contractor.

The contractor shall ensure the health and safety of its employees during the contract period of performance. The contractor shall ensure that appropriate safety precautions are observed and that personnel involved in the sampling, analysis and characterization of



actual or simulated toxic and hazardous waste materials will not be endangered. The contractor's staff assigned to field work shall have OSHA certification and annual physical examinations and the contractor shall comply with all federal and state regulations regarding collection, transport, and disposal of field samples, laboratory waste, and biological samples. Contractor shall ensure its personnel are trained in all appropriate areas of safety.

The contractor shall ensure safe handling, storage, shipping and disposal of all materials handled or generated under the contract, including excess samples of the wastes being studied. The contractor shall ensure that samples, standards, and reference materials shipped from either its field operation or laboratory facility are shipped safely and within the required time schedule specified in work assignments issued by the Contracting Officer. The contractor shall comply with Department of Transportation, Resource Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA), and other regulations governing the handling, shipment, and disposal of hazardous waste/materials, including packaging and labeling of the samples and sample containers, and obtaining the required permits and documents for shipment. The contractor shall dispose of materials in full compliance with Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA), RCRA, TSCA, and local regulations. The contractor shall ship those samples selected by the COR/WA-COR for further study at another location as specified in the WA.

## **VI. FACILITIES AND EQUIPMENT:**

With the exception of short term and seasonal field studies and sample collection activities, services will be performed on site at NERL - Cincinnati using specialized facilities and equipment. The NERL - Cincinnati Facilities include biomarker and bioassessment laboratories, analytical chemistry laboratories, and an accredited animal facility. Facilities are also available for organism identification and toxicity/stressor assessment with recently upgraded bioassay and exposure facilities, flow-through cultures, flow-through testing capabilities, and an artificial stream system. Contract and EPA staff will share the same experimental animals for different endpoint determination.

## **VII. AGENCY PERSONAL IDENTITY VERIFICATION PROCEDURES FOR CONTRACTOR PERSONNEL:**

### **Background:**

Homeland Security Presidential Directive-12 (HSPD-12), signed by President Bush on August 27, 2004, sets forth the policy of the United States to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy by

establishing a mandatory, Government-wide common identification standard for Government employees and contractor employees for gaining physical access to Federally controlled facilities and logical access to Federally controlled information systems. Secure and reliable forms of identification (badge) are (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued only by providers whose reliability has been established by an official accreditation process.

The requirements of HSPD-12 are implemented through the Federal Information Processing Standards Publication (FIPS) 201 and guidance from OMB policy memorandum

M-05-24, dated August 5, 2005. These policies require personal identity verification (PIV) and suitability determinations (background investigation) for all affected contractor and subcontractor personnel before issuance of a PIV Card (badge) when contract performance requires contractors to have physical access to a Federally controlled facility or access to a Federal information system.

In compliance with Federal requirements, a FAR case is in development. Pending publication, the FAR will require agencies to include their PIV procedures for contractor personnel that implement HSPD-12, FIPS PUB 201 and OMB guidance M-05-24, dated August 5, 2005, in solicitations and contracts that require the contractor to have physical access to a Federally controlled facility or access to a Federal information system. The FAR will also have an associated FAR clause "Personal Identity Verification of Contractor Personnel" that requires the contractor to comply with agency PIV procedures of contractor personnel that implement HSPD-12.

EPA has developed a master plan to implement the requirements of HSPD-12, FIPS 201, and OMB guidance, M-05-24. The plan provides for a phased in approach for facilities and information systems over several years, but must be completed for all affected contractor personnel by October 2007. Authentication of an individual's identity is a fundamental component of physical and logical access control processes. An accurate determination of identity is needed to make sound access control decisions. The procedures below are the agency's personal identity verification and suitability procedures to implement HSPD-12, FIPS PUB 201 and OMB guidance M-05-24, for contractor employees.

#### **a) Contractor Requirements for Personal Identity Verification of Contractor Personnel.**

All individual contractor and subcontractor employees (hereafter referred to as

“contractor”) whose work under the contract requires physical access to an EPA controlled facility or logical access to an EPA information system for six months or longer, must be prepared to submit to a National Agency Check with Inquiries (NACI) or higher level investigation, if required, and have their fingerprints taken at an EPA designated facility. The background investigation is performed by the Office of Personnel Management (OPM) for EPA. Contractor employees shall provide all information required in the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and provide fingerprints. Only contractor employees who work on-site at the Agency for at least 24 hours a week for 6 months or longer will be eligible to receive credentials (Identification badge).

Contractor employees who have a favorably adjudicated Federal background investigation at the NACI level, or above, completed within the past 5 years, will not require an additional investigation unless one is requested by the contracting officer or the contracting officer’s representative (COR). However, these employees must still submit an SF 85P, but need only provide their name and social security number. All contractor employees must be fingerprinted at an EPA authorized site.

During performance of this contract, in accordance with EPA’s master implementation plan, the contractor will be notified that a NACI, or higher level investigation, and fingerprints are required under the contract. At that time, contractor employees will be required to submit a completed SF 85P. The contractor will be instructed of the date, place, and time for fingerprinting. The SF 85P is available online at:

<http://www.opm.gov/Forms/html/sf.asp>

The contractor employee must appear in-person at least once before the issuance of a PIV credential. When reporting in person to the EPA facility for fingerprinting, contractor employees must provide two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. At least one document shall be a valid State or Federal government-issued picture identification (ID).

**EPA Contractor Badges.** Until notified by the contracting officer or COR of the implementation of the PIV and suitability requirement for this contract, contractor employees will be issued EPA Contractor identification badges.

**Foreign Nationals.** Contractor employees who are foreign nationals requiring physical access to an EPA controlled facility, or access to an EPA information

system for longer than six months, must submit an SF 85P and have their fingerprints taken at an EPA facility, as noted above. In addition, foreign nationals must submit proof of their official legal status in the U.S., and continuous residency for the prior two years from date the SF 85P is submitted to EPA.

**6 months or Less.** Contractor employees requiring physical access to an EPA controlled facility or access to an EPA information system *for less than 6 months* may be subject to the same requirements, as discussed. However, at a minimum, these contractor employees must have their fingerprints taken, but are not required to submit a completed SF 85P, unless notified by the COR. These contractor employees may have limited and controlled access to facilities and information systems.

NOTE: Information contained on the SF-85P forms may demonstrate that the employee is not suitable to be given access to an EPA facility or an EPA information system. The contractor should be aware that information on the SF 85P will be screened by EPA. For individuals with admitted derogatory information, issuance of a provisional credential may be delayed pending further investigation. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Any contractor employee found unsuitable to perform as a result of screening or suitability determinations shall be immediately replaced by the contractor. The following are possible "red flags":

Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);

Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);

Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);

Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P)

b) When the contractor Program Manager (PM) is notified of the implementation of the PIV and Suitability of Contractor Personnel, the PM shall submit to the EPA COR, the following summary information, in addition to the required individual information,

discussed above:

- Contract number
- Name, address and phone number of contractor with point of contact
- Names of all contractor employees submitting an SF 85P.
- Names of contractor employees claiming to have a previous favorably adjudicated Federal background investigation on record.

c) All PIV Cards (badges) must be returned to the COR or EPA badging office at the conclusion of the contract, or when contractor on-site services are no longer required. Failure to return all credentials will result in a cost of \$15 per badge/credential.

d) This requirement must be incorporated into all subcontracts wherein employees whose work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system, for longer than six months.

e) Contractors and their employees have the right to appeal the determination to deny or revoke credentials. The contractor will submit their appeal to the COR. Once EPA has issued a decision on the appeal, it is final and not subject to further appeal.

f) Definitions:

“EPA information system” means – an information system [44 U.S.C. 3502(8))] used or operated by EPA, or a contractor of EPA or other organization on behalf of the agency.

"EPA Controlled Facilities" means --

EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of the agency;  
 EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only; and  
 Government-owned contractor-operated facilities, including laboratories.  
 The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal employees are hosted unless specifically designated as such by the sponsoring department or agency.

ATTACHMENT 2

REPORTS OF WORK

National Exposure Research Laboratory  
Ecological Exposure Research Division  
On-Site Technical Support

## **REPORTS OF WORK**

### **A. WORK PLANS**

#### **1. Original Work Plan**

Twenty (20) calendar days after the effective date of a work assignment issued under this contract, unless otherwise specified in the work assignment, in addition to the Contracting Officer's copy required by the "Work Assignment" clause of this contract, the Contractor shall submit one (1) copy of a Work Plan to the Contracting Officer's Representative (COR), and one (1) copy of a Work Plan to the Work Assignment Contracting Officer's Representative (WA-COR). The Work Plan is subject to the approval of the Contracting Officer. In addition to the requirements of the "Work Assignment" clause of this contract, the Work Plan shall consist of the following:

- a. a description of the work assignment;
- b. a description of the methods and technical approach to be taken to complete the work assignment;
- c. an estimated schedule for completion;
- d. a listing of the people proposed to be assigned to the project with an estimate of the time to be spent by each person and a brief description of their qualifications and experience;
- e. the estimated cost shall include direct labor, material, other direct costs, indirect costs, consultants and subcontractors; and
- f. a description of the quality assurance and quality control procedures which will be used to insure quality of work.
- g. A series of graphs reflecting projected cumulative estimated costs (and estimated fee) and labor-hours by month for each task or other logical segment of work for the total work assignment effort.

#### **2. Revisions to Work Plan**

The Contractor shall submit revisions to the work plan described above (a) when the original Work Plan is disapproved by the Contracting Officer (b) when directed by the COR pursuant to the Clause entitled "Technical Direction," (c) whenever the work assignment requirements are changed by appropriate work assignment amendment; (d) when 75% of the estimated hours to complete the assignment have been expended and an adjustment in the approved budget cost estimate would be required to complete the work; and (e) as soon as it appears that the completion date stated in the approved work plan may be exceeded. The Contractor may submit recommended revisions to the work plan when the contractor believes such revision is deemed desirable for optimum achievement of contract objectives. Every recommended revision to the work plan shall be approved by the Contracting Officer prior to implementation by the Contractor. A copy of each revision shall be submitted to the COR and the WA-COR.

### 3. Approval

Approval of a Work Plan (1) does not constitute a determination of the reasonableness, allowability, or allocability of the cost, (2) does not constitute an agreement to any fee for performance of a work assignment since fee for providing the level of effort and otherwise performing the contract is set forth therein, and (3) does not constitute consent to any proposed subcontracts. Subcontracts must be submitted for consent in accordance with the contract clauses entitled "Competition in Subcontracting" and "Subcontracts" or "Subcontracts Under Cost-Reimbursement and Letter Contracts."

## **B. MONTHLY PROGRESS REPORT-COST-TYPE CONTRACT (EPA AR 1552.210-72) (SEP 1990)**

The Contractor shall furnish three (3) copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the project completed during the reporting period. If work is ordered using work assignments, include the percentage of work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period. In addition, the report shall specify contract financial status as follows:

- a. For term form contracts, provide:
  - A. Cumulative totals for the contract amounts obligated, amounts claimed, and remaining available funds. Available funds are defined as the total obligated amount less total amounts claimed .



- B. Cumulative labor hours and dollars, broken out by prime contractor and subcontractor labor category, expended from the effective date of the contract through the last day of the current reporting month. Actual costs and direct labor hours expended during the current reporting month.
  - C. Estimated costs and direct labor hours to be expended during the next reporting period.
  - D. Actual costs and direct labor hours incurred for each work assignment issued and estimates of costs and man hours required to complete each work assignment.
- b. For completion form contracts, provide a graph using a vertical axis for dollars and a horizontal axis for time increments that shows the actual and projected rate of expenditures against the total estimated cost of the contract.
  - c. This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer.
  - d. The reports shall be submitted on or before the fifteen (15<sup>th</sup>) of each month following the first complete calendar month of the contract. Distribute reports as follows:

| No. of Copies                  | Addressee                                  |
|--------------------------------|--|
| 1 Hard Copy and 1E-mailed Copy | Contracting Officer’s Representative (COR) |
| 1 Hard Copy                    | Administrative Contract Specialist         |

### **III. REPORTING REQUIREMENTS FOR CONTRACTOR RECOMMENDATIONS**

Any contractor-prepared reports that include recommendations to EPA shall:

- 1) explain and rank the policy or action alternatives;
- 2) describe the procedures used to arrive at the recommendations;
- 3) summarize the substance of deliberations;
- 4) summarize any dissenting views;
- 5) list the sources relied upon; and
- 6) provide any other information necessary to make clear the methods and considerations upon which the recommendations are based.

**IV. Other Reports**

Individual work assignments may specify reporting requirements in addition to those identified above.

**V. TECHNICAL REPORT ABSTRACT**

The Contractor shall deliver the following data on each draft final and final technical report delivered under this contract:

REPORT TITLE \_\_\_\_\_

REPORT DATE \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

PRIME CONTRACTOR \_\_\_\_\_

WORK ASSIGNMENT NO./DELIVERY ORDER NO. (if applicable)

PROJECT OFFICER \_\_\_\_\_

PROJECT OFFICER ADDRESS \_\_\_\_\_ TEL. \_\_\_\_\_

PROGRAM OFFICE \_\_\_\_\_

NO. OF PAGES IN REPORT \_\_\_\_\_

DOES THIS REPORT CONTAIN CONFIDENTIAL BUSINESS  
INFORMATION

YES \_\_\_\_\_ NO \_\_\_\_\_

**REPORT ABSTRACT** - Include a brief (200 words or less) factual summary of the scope and nature of the work performed and reference in the report.

**KEY WORDS/DESCRIPTORS** - Select the scientific or engineering terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.

For the purpose of this submission, Technical Reports include: Reports delivered

under the contract in response to work assignments, delivery orders, or the basic contract which are scholarly, scientific reports of:

- (1) Information which contributes to the body of knowledge in the environmental sciences and/or environmental processes and systems.
- (2) Information, critique, or analysis of issues or processes of concern to EPA and its programs and systems.
- (3) Information that advances the state of the art in environmental sciences and processes and systems.

The following are examples of technical reports included in this requirement:

- option analyses
- regulatory impact analyses
- technical guidance documents
- methods development
- results of research products
- technology assessment or technology transfer
- risk assessments
- feasibility studies
- remedial investigations
- remedial designs
- facilities assessments
- community relations reports
- design documents
- life cycle plans
- process models
- ADP studies

For the purpose of this requirement, the following reports are excluded:

- reports relating to the business management aspects of the contract
- financial reports
- contract progress reports

The Contractor shall submit the technical report abstract at the time of delivering each initial draft and final technical report under the contract on electronic media using

Microsoft Word format.

DELIVER TO: U.S. ENVIRONMENTAL PROTECTION AGENCY  
INFORMATION RESOURCES MANAGEMENT  
DIVISION  
CINCINNATI, OHIO 45268

A simultaneous hardcopy of the technical report abstract shall be submitted to the cognizant Project Officer.

## **VI. SUBMISSION REQUIREMENTS**

All reports, papers, etc., prepared by the Contractor shall be submitted in draft form. The contractor shall submit the completed draft to the COR/WA-COR for review and approval. The drafts submitted shall include copies of the literature cited or make reference to the citations in the document for COR/WA-COR verification and approval. An electronic copy shall be submitted in Microsoft Word in addition to all hard copy final reports. GIS reports will use ARCINFO, the standard software system. Required software will be provided for contractor use.

ATTACHMENT 3

INVOICE INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS  
**SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be

shown in this space shall be furnished by the Contracting Officer.

- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page      of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

## INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of



any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

## **SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence

of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in

the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

## COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 4

GOVERNMENT FURNISHED PROPERTY

National Exposure Research Laboratory  
2001  
Ecological Exposure Research Division  
On-Site Technical Support Contract

February 6,

| EPA<br>Decal # | Rm. | Description                         | Manufacturer                | Acq. Cost. | Acq. Date |
|----------------|-----|-------------------------------------|-----------------------------|------------|-----------|
| 899042         | 787 | CPU                                 | IBM                         | 3,7468     | 96        |
| 159128         | 779 | Water purification system           | Millipore Corp.             | \$ 2,9416  | 78        |
| 704450         | 779 | Incubator/Illuminated<br>Convection | Daigger Scientific          | 3,3397     | 89        |
| 998044         | 779 | CPU                                 | IBM                         | 3,7468     | 96        |
| 704451         | 775 | Incubator/Illuminated<br>Convection | Daigger Scientific          | 3,3397     | 89        |
| 706645         | 775 | Environmental chamber               | Lab-Line                    | 11,7171    | 90        |
| 708046         | 775 | Environmental chamber               | Lab-line                    | 11,7171    | 90        |
| 998024         | 753 | CPU                                 | IBM                         | 3,7468     | 96        |
| 898004         | 753 | CPU                                 | Gateway                     | 3,7794     | 97        |
| 723442         | 753 | Laser Printer                       | Hewlett Packard             | 1,5458     | 91        |
| 801245         | 753 | Facsimile                           | Sharp                       | 2,3099     | 90        |
| 651842         | 752 | Laser Printer                       | Hewlett-Packard             | 2,4059     | 88        |
| 998041         | 752 | CPU                                 | IBM                         | 3,7468     | 96        |
| 169727         | 733 | Shaker, gyrotory                    | New Brunswick<br>Scientific | 1,5444     | 81        |
| 169733         | 733 | Purification system                 | Millipore Corp.             | 4,9194     | 81        |
| 194566         | 733 | Sterilizer                          | AMSCO Ind.                  | 21,6241    | 82        |
| 703588         | 604 | Bean spectrophotometer              | Shimadzu                    | 8,9358     | 94        |
| 797329         | 612 | Speedvac Station                    | Savant Instr., Inc.         | 12,6629    | 91        |
| 898005         | 613 | CPU                                 | Gateway                     | 3,7794     | 97        |
| 170729         | 615 | Balance, Top Load                   | Sartorius                   | 1,1496     | 82        |
| 796339         | 616 | Ultra Centrifuge                    | Beckman                     | 34,1949    | 86        |
| 798441         | 616 | Spectrophotometer                   | Gilford                     | 16,7749    | 87        |
| 167539         | 616 | Centrifuge, Refrigerator            | DuPont                      | 8,7284     | 80        |
| 723401         | 616 | Balance, electronic                 | Omaus                       | 1,8515     | 94        |
| 167194         | 617 | Balance, Top Load                   | Mettler                     | 2,7101     | 97        |
| 706645         | 617 | Balance, analytical                 | Sartorius                   | 1,9971     | 97        |
| 723121         | 617 | Cytofluor scanner                   | Millipore                   | 23,3009    | 93        |
| 998006         | 625 | CPU                                 | IBM                         | 3,7468     | 96        |
| 998016         | 625 | CPU                                 | IBM                         | 3,7488     | 96        |
| Unknown        | 625 | Laser Printer                       | Hewlett Packard             | 2,6509     | 97        |

|        |     |                          |                   |            |
|--------|-----|--------------------------|-------------------|------------|
| 899040 | 451 | CPU                      | IBM               | 3,7488/96  |
| 731166 | 452 | Muffle Furnace           | Cole Parker       | 1,5855/92  |
| 998027 | 454 | CPU                      | IBM               | 3,7488/96  |
| 803084 | 454 | Microscope               | Wetzlar           | 7,11510/94 |
| 194572 | 464 | Freezer, Explosion-proof | Lab-Line          | 1,42711/82 |
| 902301 | G93 | CPU                      | Microsystems      | 3,5697/94  |
| 706198 | KW* | Dissolved Oxygen Meter   | YSI Inc.          | 1,1545/90  |
| 706199 | KW* | Dissolved Oxygen Meter   | YSI Inc.          | 1,1545/90  |
| 797986 | KW* | Aquatic Tank, Fiberglass | Frigid Units Inc. | 1,2504/74  |
| 803023 | KW* | GPS w/bracket kit        | Magellan          | 1,2344/93  |
| 803024 | KW* | GPS w/bracket kit        | Magellan          | 1,2344/93  |
| 803028 | KW* | Electrofisher            | Smith Root        | 2,8804/93  |
| 803029 | KW* | Electrofisher            | Smith Root        | 2,8804/93  |
| 803049 | KW* | Dissolved Oxygen Meter   | YSI Inc.          | 1,4753/94  |
| 803050 | KW* | Dissolved Oxygen Meter   | YSI Inc.          | 1,4753/94  |
| 803051 | KW* | Dissolved Oxygen Meter   | YSI Inc.          | 1,4753/94  |

\*KW = Kenwood field storage - warehouse

#### SHARED EQUIPMENT:

| EPA<br>Decal # | Rm. | Description               | Manufacturer     | Acq.<br>Cost | Acq.<br>Date |
|----------------|-----|---------------------------|------------------|--------------|--------------|
| 722840         |     | Refrig. Nutrient Sampler  | ISCO             | \$ 59554/99  |              |
| 723307         |     | Freezer                   | Revco            | 58212/94     |              |
| 902187         | G94 | Computer                  | Silicon Graphics | 246905/97    |              |
| 902284         | G94 | Modeler Bundle System     | Silicon Graphics | 106807/97    |              |
| 902285         | G94 | Modeler Bundle System     | Silicon Graphics | 106807/97    |              |
| 902785         | 738 | Digital Field Fluorometer | Turner Designs   | 137562/00    |              |
| 902842         | 569 | Multiprobe w/sensor       | Hydrolab         | 52409/98     |              |
| 902843         |     | Multiprobe w/sensor       | Hydrolab         | 52409/98     |              |
| 902946         | 569 | Balance                   | Mettler          | 62302/00     |              |
| 902973         | 617 | Spectrophotometer         | Spectronic       | 63172/99     |              |
| 731292         | 520 | Spectrometer, Argon       | IRIS/AP          | 460006/93    |              |
| 902298         | 537 | Fluid Extraction System   | ISCO             | 664197/97    |              |
| 902666         | 528 | Autovap Sampler           | OI Analytical    | 514906/98    |              |
| 902914         | 528 | Flow solutions IV System  | OI Analytical    | 446208/99    |              |
| 902985         | 515 | Gas Chromatograph         | Hewlett Packard  | 389042/00    |              |
| 902992         | 528 | Direct Mercury Analyzer   | Milestone        | 303013/00    |              |
| 169897         | 514 | Pump                      | Water Assoc.     | 53391/81     |              |
| 169898         | 514 | Pump                      | Water Assoc.     | 53391/81     |              |
| 707621         | 516 | EPD Detector              | Tremetrics Inc.  | 50035/91     |              |
| 707742         | 514 | Printer Plotter           | Millipore        | 69368/91     |              |



|        |     |                            |                   |            |
|--------|-----|----------------------------|-------------------|------------|
| 708086 | 514 | Gas Chromatograph          | Hewlett Packard   | 207865/92  |
| 708112 | 555 | Microwave sample syst.     | CEM               | 132657/92  |
| 722771 | 555 | Mercury Analysis System    | LDC Analytical    | 200962/92  |
| 722990 | 514 | Chromatograph              | Dionex            | 158106/93  |
| 722999 | 501 | Low Temp. Freezer          | Revco             | 55046/94   |
| 723061 | 528 | Autosampler w/htg.chmbr    | Spectra-Physics   | 116256/93  |
| 723062 | 514 | Fluorescence Detector      | Spectra-Physics   | 69756/93   |
| 723251 | 514 | Gas Chromatograph          | Hewlett Packard   | 1347211/93 |
| 798023 | 537 | Auto Injector              | Hewlett Packard   | 90004/87   |
| 802200 | 514 | Gas Chromatograph          | Hewlett Packard   | 244781/98  |
| 802405 | 582 | GPC System                 | Gilson            | 64457/95   |
| 803182 | 514 | Autosampler fixed loop     | Thermo Separation | 5895 8/95  |
| 804197 | 514 | Autosampler                | Finnigan          | 115209/93  |
| 804198 | 514 | Gas Chromatograph          | Varian            | 181609/94  |
| 804233 | 582 | Controller                 | Dell              | 64467/95   |
| 804248 | 528 | Freezer, upright           | Revco             | 52238/95   |
| 902316 | 586 | Vector system upgrade      | Vector            | 229047/97  |
| 902730 | 578 | Fiberglass mobil glove box | Labconco Corp.    | 101349/98  |
| 902915 | 528 | MS Autodilutor             | OI Analytical     | 108008/99  |
| 902886 | 603 | RoboCycler                 |                   |            |
| 906215 | 603 | RoboCycler                 |                   |            |
| 803791 | 603 | Centrifuge, Jouan          |                   |            |
| 708060 | 603 | Centrifuge, refrigerated   |                   |            |
| 902644 | 604 | DNA sequencer              |                   |            |
| A36017 | 604 | DNA sequencer              |                   |            |
| 902585 | 712 | FluorImager                |                   |            |
| 902678 | 712 | Fluorimager                |                   |            |
| 902482 | 713 | Chiller, Neslab            |                   |            |
| 803718 | 712 | Lambda power supply        |                   |            |
| 803719 | 712 | Lambda power supply        |                   |            |

ATTACHMENT 5

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-NC-05-10657 the procurement of "On-Site Technical Support Services to NERL EERD Cincinnati, OH". The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked the offeror to send Past Performance Questionnaires to customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA, Attn: John Southerland Jr, E105-02, RTP, NC 27711, within five (5) days of receipt of this letter.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to John Southerland Jr; email: southerland.john@epa.gov.

Sincerely,

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

**PAST PERFORMANCE QUESTIONNAIRE - Solicitation PR-NC-05-10657*****SOURCE SELECTION SENSITIVE INFORMATION*****Name of offeror:** \_\_\_\_\_**Contract Information****Name of Contractor:****Contract Number:****Contract Title:****Contract Value:****Type of Contract:****Period of Performance:****The ratings below are supplied by the contractor identified above, NOT the offeror.**

| Performance Elements                      | Unsatisfactory<br>0 | Poor<br>1 | Fair<br>2 | Good<br>3 | Excellent<br>4 | Outstanding<br>5 |
|---|---------------------|-----------|-----------|-----------|----------------|------------------|
| 1. Quality of Product or Service          |                     |           |           |           |                |                  |
| 2. Timeliness of Performance              |                     |           |           |           |                |                  |
| 3. Effectiveness of Management            |                     |           |           |           |                |                  |
| 4. Initiative in Meeting Requirements     |                     |           |           |           |                |                  |
| 5. Response to Technical Direction        |                     |           |           |           |                |                  |
| 6. Responsiveness to Performance Problems |                     |           |           |           |                |                  |
| 7.  |                     |           |           |           |                |                  |

|                                |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|
| Compliance with Cost Estimates |  |  |  |  |  |  |
| 8. Overall Performance         |  |  |  |  |  |  |

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with \_\_\_\_\_ again?  
(insert offeror's name)

14. Information provided by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address (Street and P.O. Box): \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Date Information provided: \_\_\_\_\_

15. Questionnaire completed and/or verified by:

Name of EPA Employee: \_\_\_\_\_

Signature of EPA Employee: \_\_\_\_\_

Title: \_\_\_\_\_

Time of Call \_\_\_\_\_

Date Questionnaire Completed: \_\_\_\_\_

ATTACHMENT 7

DOL WAGE DETERMINATION



94-2414 OH,CINCINNATI

WAGE DETERMINATION NO: 94-2414 REV (19) AREA: OH,CINCINNATI

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT \*\*OTHER WELFARE LEVEL WD:94-2413

\*\*\*\*\*

|  |                                     |
|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER  | U.S. DEPARTMENT OF LABOR            |
| THE SERVICE CONTRACT ACT               | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION              |
|  | WASHINGTON D.C. 20210               |

|                 |                     |                                   |
|-----------------|---------------------|-----------------------------------|
| William W.Gross | Division of         | Wage Determination No.: 1994-2414 |
| Director        | Wage Determinations | Revision No.: 19                  |
|                 |                     | Date Of Revision: 05/23/2005      |

States: Indiana, Kentucky, Ohio

Area: Indiana Counties of Dearborn, Franklin, Ohio, Ripley, Switzerland  
 Kentucky Counties of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton,  
 Mason, Pendleton  
 Ohio Counties of Brown, Butler, Clermont, Hamilton, Warren

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

| OCCUPATION CODE - TITLE                                 | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations |                   |
| 01011 - Accounting Clerk I                              | 9.83              |
| 01012 - Accounting Clerk II                             | 11.73             |
| 01013 - Accounting Clerk III                            | 12.99             |
| 01014 - Accounting Clerk IV                             | 15.29             |
| 01030 - Court Reporter                                  | 15.69             |
| 01050 - Dispatcher, Motor Vehicle                       | 15.69             |
| 01060 - Document Preparation Clerk                      | 12.05             |
| 01070 - Messenger (Courier)                             | 9.48              |
| 01090 - Duplicating Machine Operator                    | 12.05             |
| 01110 - Film/Tape Librarian                             | 11.50             |
| 01115 - General Clerk I                                 | 9.24              |
| 01116 - General Clerk II                                | 10.65             |
| 01117 - General Clerk III                               | 12.11             |
| 01118 - General Clerk IV                                | 14.88             |
| 01120 - Housing Referral Assistant                      | 16.54             |
| 01131 - Key Entry Operator I                            | 10.16             |
| 01132 - Key Entry Operator II                           | 11.75             |
| 01191 - Order Clerk I                                   | 13.01             |
| 01192 - Order Clerk II                                  | 17.02             |
| 01261 - Personnel Assistant (Employment) I              | 12.74             |
| 01262 - Personnel Assistant (Employment) II             | 14.29             |
| 01263 - Personnel Assistant (Employment) III            | 17.03             |
| 01264 - Personnel Assistant (Employment) IV             | 18.95             |
| 01270 - Production Control Clerk                        | 16.53             |
| 01290 - Rental Clerk                                    | 13.25             |
| 01300 - Scheduler, Maintenance                          | 13.25             |
| 01311 - Secretary I                                     | 14.40             |
| 01312 - Secretary II                                    | 15.33             |
| 01313 - Secretary III                                   | 16.54             |
| 01314 - Secretary IV                                    | 19.67             |
| 01315 - Secretary V                                     | 22.11             |
| 01320 - Service Order Dispatcher                        | 13.01             |
| 01341 - Stenographer I                                  | 12.05             |
| 01342 - Stenographer II                                 | 13.25             |
| 01400 - Supply Technician                               | 18.97             |
| 01420 - Survey Worker (Interviewer)                     | 15.69             |
| 01460 - Switchboard Operator-Receptionist               | 11.84             |
| 01510 - Test Examiner                                   | 15.69             |
| 01520 - Test Proctor                                    | 15.69             |
| 01531 - Travel Clerk I                                  | 11.05             |
| 01532 - Travel Clerk II                                 | 11.78             |
| 01533 - Travel Clerk III                                | 12.50             |

|   |       |
|---|-------|
| 01611 - Word Processor I  | 12.12 |
| 01612 - Word Processor II   | 14.22 |
| 01613 - Word Processor III  | 15.91 |
| 03000 - Automatic Data Processing Occupations                         |       |
| 03010 - Computer Data Librarian                                       | 13.25 |
| 03041 - Computer Operator I   | 13.25 |
| 03042 - Computer Operator II  | 15.69 |
| 03043 - Computer Operator III   | 16.53 |
| 03044 - Computer Operator IV  | 18.97 |
| 03045 - Computer Operator V   | 21.00 |
| 03071 - Computer Programmer I (1)                                     | 17.79 |
| 03072 - Computer Programmer II (1)                                    | 21.40 |
| 03073 - Computer Programmer III (1)                                   | 27.62 |
| 03074 - Computer Programmer IV (1)                                    | 27.62 |
| 03101 - Computer Systems Analyst I (1)                                | 27.62 |
| 03102 - Computer Systems Analyst II (1)                               | 27.62 |
| 03103 - Computer Systems Analyst III (1)                              | 27.62 |
| 03160 - Peripheral Equipment Operator                                 | 13.25 |
| 05000 - Automotive Service Occupations                                |       |
| 05005 - Automotive Body Repairer, Fiberglass                          | 19.61 |
| 05010 - Automotive Glass Installer                                    | 20.58 |
| 05040 - Automotive Worker   | 21.20 |
| 05070 - Electrician, Automotive                                       | 22.02 |
| 05100 - Mobile Equipment Servicer                                     | 19.67 |
| 05130 - Motor Equipment Metal Mechanic                                | 22.81 |
| 05160 - Motor Equipment Metal Worker                                  | 21.20 |
| 05190 - Motor Vehicle Mechanic  | 21.36 |
| 05220 - Motor Vehicle Mechanic Helper                                 | 18.83 |
| 05250 - Motor Vehicle Upholstery Worker                               | 20.40 |
| 05280 - Motor Vehicle Wrecker   | 21.20 |
| 05310 - Painter, Automotive   | 22.02 |
| 05340 - Radiator Repair Specialist                                    | 21.20 |
| 05370 - Tire Repairer   | 15.45 |
| 05400 - Transmission Repair Specialist                                | 22.81 |
| 07000 - Food Preparation and Service Occupations                      |       |
| (not set) - Food Service Worker                                       | 9.43  |
| 07010 - Baker   | 11.42 |
| 07041 - Cook I  | 9.99  |
| 07042 - Cook II   | 10.73 |
| 07070 - Dishwasher  | 8.60  |
| 07130 - Meat Cutter   | 15.50 |
| 07250 - Waiter/Waitress   | 9.13  |
| 09000 - Furniture Maintenance and Repair Occupations                  |       |
| 09010 - Electrostatic Spray Painter                                   | 17.91 |
| 09040 - Furniture Handler   | 13.81 |
| 09070 - Furniture Refinisher  | 17.91 |
| 09100 - Furniture Refinisher Helper                                   | 15.31 |
| 09110 - Furniture Repairer, Minor                                     | 16.59 |
| 09130 - Upholsterer   | 17.91 |
| 11030 - General Services and Support Occupations                      |       |
| 11030 - Cleaner, Vehicles   | 9.25  |
| 11060 - Elevator Operator   | 9.53  |
| 11090 - Gardener  | 13.11 |
| 11121 - House Keeping Aid I   | 8.92  |
| 11122 - House Keeping Aid II  | 10.57 |
| 11150 - Janitor   | 11.38 |
| 11210 - Laborer, Grounds Maintenance                                  | 11.45 |
| 11240 - Maid or Houseman  | 8.92  |
| 11270 - Pest Controller   | 14.22 |
| 11300 - Refuse Collector  | 13.27 |
| 11330 - Tractor Operator  | 12.55 |
| 11360 - Window Cleaner  | 12.05 |
| 12000 - Health Occupations  |       |
| 12020 - Dental Assistant  | 14.07 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 15.98 |
| 12071 - Licensed Practical Nurse I                                    | 13.01 |
| 12072 - Licensed Practical Nurse II                                   | 14.62 |
| 12073 - Licensed Practical Nurse III                                  | 16.38 |
| 12100 - Medical Assistant   | 11.54 |
| 12130 - Medical Laboratory Technician                                 | 13.81 |
| 12160 - Medical Record Clerk  | 13.94 |
| 12190 - Medical Record Technician                                     | 13.89 |
| 12221 - Nursing Assistant I   | 8.97  |

|   |       |
|---|-------|
| 12222 - Nursing Assistant II                                    | 10.08 |
| 12223 - Nursing Assistant III                                   | 11.00 |
| 12224 - Nursing Assistant IV                                    | 12.34 |
| 12250 - Pharmacy Technician                                     | 12.58 |
| 12280 - Phlebotomist  | 12.34 |
| 12311 - Registered Nurse I                                      | 19.84 |
| 12312 - Registered Nurse II                                     | 24.26 |
| 12313 - Registered Nurse II, Specialist                         | 24.26 |
| 12314 - Registered Nurse III                                    | 29.35 |
| 12315 - Registered Nurse III, Anesthetist                       | 29.35 |
| 12316 - Registered Nurse IV                                     | 35.20 |
| 13000 - Information and Arts Occupations                        |       |
| 13002 - Audiovisual Librarian                                   | 21.33 |
| 13011 - Exhibits Specialist I                                   | 17.04 |
| 13012 - Exhibits Specialist II                                  | 21.12 |
| 13013 - Exhibits Specialist III                                 | 25.83 |
| 13041 - Illustrator I   | 17.99 |
| 13042 - Illustrator II  | 22.01 |
| 13043 - Illustrator III   | 27.15 |
| 13047 - Librarian   | 23.38 |
| 13050 - Library Technician                                      | 13.94 |
| 13071 - Photographer I  | 13.19 |
| 13072 - Photographer II   | 17.85 |
| 13073 - Photographer III  | 21.52 |
| 13074 - Photographer IV   | 26.56 |
| 13075 - Photographer V  | 32.12 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations |       |
| 15010 - Assembler   | 7.95  |
| 15030 - Counter Attendant                                       | 7.95  |
| 15040 - Dry Cleaner   | 10.10 |
| 15070 - Finisher, Flatwork, Machine                             | 7.95  |
| 15090 - Presser, Hand   | 7.95  |
| 15100 - Presser, Machine, Drycleaning                           | 7.95  |
| 15130 - Presser, Machine, Shirts                                | 7.95  |
| 15160 - Presser, Machine, Wearing Apparel, Laundry              | 7.95  |
| 15190 - Sewing Machine Operator                                 | 10.81 |
| 15220 - Tailor  | 11.52 |
| 15250 - Washer, Machine   | 8.67  |
| 19000 - Machine Tool Operation and Repair Occupations           |       |
| 19010 - Machine-Tool Operator (Toolroom)                        | 22.01 |
| 19040 - Tool and Die Maker                                      | 23.91 |
| 21000 - Material Handling and Packing Occupations               |       |
| 21010 - Fuel Distribution System Operator                       | 16.90 |
| 21020 - Material Coordinator                                    | 17.51 |
| 21030 - Material Expediter                                      | 17.51 |
| 21040 - Material Handling Laborer                               | 16.74 |
| 21050 - Order Filler  | 12.00 |
| 21071 - Forklift Operator                                       | 15.75 |
| 21080 - Production Line Worker (Food Processing)                | 15.75 |
| 21100 - Shipping/Receiving Clerk                                | 12.97 |
| 21130 - Shipping Packer   | 13.16 |
| 21140 - Store Worker I  | 10.70 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II)            | 14.51 |
| 21210 - Tools and Parts Attendant                               | 15.75 |
| 21400 - Warehouse Specialist                                    | 15.52 |
| 23000 - Mechanics and Maintenance and Repair Occupations        |       |
| 23010 - Aircraft Mechanic                                       | 22.39 |
| 23040 - Aircraft Mechanic Helper                                | 18.48 |
| 23050 - Aircraft Quality Control Inspector                      | 23.18 |
| 23060 - Aircraft Servicer                                       | 20.02 |
| 23070 - Aircraft Worker   | 20.81 |
| 23100 - Appliance Mechanic                                      | 17.91 |
| 23120 - Bicycle Repairer  | 15.45 |
| 23125 - Cable Splicer   | 23.62 |
| 23130 - Carpenter, Maintenance                                  | 17.91 |
| 23140 - Carpet Layer  | 19.42 |
| 23160 - Electrician, Maintenance                                | 21.81 |
| 23181 - Electronics Technician, Maintenance I                   | 17.35 |
| 23182 - Electronics Technician, Maintenance II                  | 24.10 |
| 23183 - Electronics Technician, Maintenance III                 | 26.90 |
| 23260 - Fabric Worker   | 17.40 |
| 23290 - Fire Alarm System Mechanic                              | 18.56 |
| 23310 - Fire Extinguisher Repairer                              | 16.51 |

|  |       |
|--|-------|
| 23340 - Fuel Distribution System Mechanic                    | 19.46 |
| 23370 - General Maintenance Worker                           | 17.24 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 18.56 |
| 23430 - Heavy Equipment Mechanic                             | 18.72 |
| 23440 - Heavy Equipment Operator                             | 19.22 |
| 23460 - Instrument Mechanic                                  | 19.50 |
| 23470 - Laborer  | 11.82 |
| 23500 - Locksmith  | 17.91 |
| 23530 - Machinery Maintenance Mechanic                       | 21.32 |
| 23550 - Machinist, Maintenance                               | 19.28 |
| 23580 - Maintenance Trades Helper                            | 15.31 |
| 23640 - Millwright   | 24.34 |
| 23700 - Office Appliance Repairer                            | 18.81 |
| 23740 - Painter, Aircraft                                    | 17.91 |
| 23760 - Painter, Maintenance                                 | 19.70 |
| 23790 - Pipefitter, Maintenance                              | 21.81 |
| 23800 - Plumber, Maintenance                                 | 18.56 |
| 23820 - Pneudraulic Systems Mechanic                         | 19.50 |
| 23850 - Rigger   | 19.75 |
| 23870 - Scale Mechanic                                       | 18.13 |
| 23890 - Sheet-Metal Worker, Maintenance                      | 18.56 |
| 23910 - Small Engine Mechanic                                | 17.24 |
| 23930 - Telecommunication Mechanic I                         | 19.44 |
| 23931 - Telecommunication Mechanic II                        | 22.41 |
| 23950 - Telephone Lineman                                    | 19.44 |
| 23960 - Welder, Combination, Maintenance                     | 18.56 |
| 23965 - Well Driller   | 19.50 |
| 23970 - Woodcraft Worker                                     | 19.50 |
| 23980 - Woodworker   | 15.99 |
| 24000 - Personal Needs Occupations                           |       |
| 24570 - Child Care Attendant                                 | 9.91  |
| 24580 - Child Care Center Clerk                              | 13.89 |
| 24600 - Chore Aid  | 9.10  |
| 24630 - Homemaker  | 15.58 |
| 25000 - Plant and System Operation Occupations               |       |
| 25010 - Boiler Tender  | 21.34 |
| 25040 - Sewage Plant Operator                                | 17.91 |
| 25070 - Stationary Engineer                                  | 21.80 |
| 25190 - Ventilation Equipment Tender                         | 16.66 |
| 25210 - Water Treatment Plant Operator                       | 17.91 |
| 27000 - Protective Service Occupations                       |       |
| (not set) - Police Officer                                   | 23.72 |
| 27004 - Alarm Monitor  | 15.98 |
| 27006 - Corrections Officer                                  | 23.47 |
| 27010 - Court Security Officer                               | 23.50 |
| 27040 - Detention Officer                                    | 23.47 |
| 27070 - Firefighter  | 23.28 |
| 27101 - Guard I  | 10.65 |
| 27102 - Guard II   | 17.27 |
| 28000 - Stevedoring/Longshoremen Occupations                 |       |
| 28010 - Blocker and Bracer                                   | 16.61 |
| 28020 - Hatch Tender   | 16.61 |
| 28030 - Line Handler   | 16.61 |
| 28040 - Stevedore I  | 15.51 |
| 28050 - Stevedore II   | 16.62 |
| 29000 - Technical Occupations                                |       |
| 21150 - Graphic Artist                                       | 22.44 |
| 29010 - Air Traffic Control Specialist, Center (2)           | 32.71 |
| 29011 - Air Traffic Control Specialist, Station (2)          | 22.55 |
| 29012 - Air Traffic Control Specialist, Terminal (2)         | 24.84 |
| 29023 - Archeological Technician I                           | 17.46 |
| 29024 - Archeological Technician II                          | 18.05 |
| 29025 - Archeological Technician III                         | 19.61 |
| 29030 - Cartographic Technician                              | 21.84 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 30.38 |
| 29040 - Civil Engineering Technician                         | 20.74 |
| 29061 - Drafter I  | 11.12 |
| 29062 - Drafter II   | 12.35 |
| 29063 - Drafter III  | 16.19 |
| 29064 - Drafter IV   | 20.00 |
| 29081 - Engineering Technician I                             | 14.26 |
| 29082 - Engineering Technician II                            | 16.02 |
| 29083 - Engineering Technician III                           | 18.57 |

|   |       |
|---|-------|
| 29084 - Engineering Technician IV                                     | 23.00 |
| 29085 - Engineering Technician V                                      | 28.13 |
| 29086 - Engineering Technician VI                                     | 32.11 |
| 29090 - Environmental Technician                                      | 19.67 |
| 29100 - Flight Simulator/Instructor (Pilot)                           | 35.16 |
| 29160 - Instructor  | 23.29 |
| 29210 - Laboratory Technician   | 17.93 |
| 29240 - Mathematical Technician                                       | 20.06 |
| 29361 - Paralegal/Legal Assistant I                                   | 14.55 |
| 29362 - Paralegal/Legal Assistant II                                  | 18.02 |
| 29363 - Paralegal/Legal Assistant III                                 | 21.30 |
| 29364 - Paralegal/Legal Assistant IV                                  | 28.75 |
| 29390 - Photooptics Technician  | 20.00 |
| 29480 - Technical Writer  | 23.92 |
| 29491 - Unexploded Ordnance (UXO) Technician I                        | 20.79 |
| 29492 - Unexploded Ordnance (UXO) Technician II                       | 25.15 |
| 29493 - Unexploded Ordnance (UXO) Technician III                      | 30.15 |
| 29494 - Unexploded (UXO) Safety Escort                                | 20.79 |
| 29495 - Unexploded (UXO) Sweep Personnel                              | 20.79 |
| 29620 - Weather Observer, Senior (3)                                  | 17.88 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 15.29 |
| 29622 - Weather Observer, Upper Air (3)                               | 15.29 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations        |       |
| 31030 - Bus Driver  | 15.94 |
| 31260 - Parking and Lot Attendant                                     | 10.19 |
| 31290 - Shuttle Bus Driver  | 15.26 |
| 31300 - Taxi Driver   | 11.78 |
| 31361 - Truckdriver, Light Truck                                      | 14.68 |
| 31362 - Truckdriver, Medium Truck                                     | 16.62 |
| 31363 - Truckdriver, Heavy Truck                                      | 19.02 |
| 31364 - Truckdriver, Tractor-Trailer                                  | 19.56 |
| 99000 - Miscellaneous Occupations                                     |       |
| 99020 - Animal Caretaker  | 9.01  |
| 99030 - Cashier   | 8.85  |
| 99041 - Carnival Equipment Operator                                   | 10.05 |
| 99042 - Carnival Equipment Repairer                                   | 9.12  |
| 99043 - Carnival Worker   | 7.53  |
| 99050 - Desk Clerk  | 9.49  |
| 99095 - Embalmer  | 20.35 |
| 99300 - Lifeguard   | 10.92 |
| 99310 - Mortician   | 24.03 |
| 99350 - Park Attendant (Aide)   | 13.72 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)        | 10.43 |
| 99500 - Recreation Specialist   | 13.23 |
| 99510 - Recycling Worker  | 15.39 |
| 99610 - Sales Clerk   | 10.74 |
| 99620 - School Crossing Guard (Crosswalk Attendant)                   | 9.27  |
| 99630 - Sport Official  | 10.92 |
| 99658 - Survey Party Chief (Chief of Party)                           | 17.07 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)    | 15.25 |
| 99660 - Surveying Aide  | 9.69  |
| 99690 - Swimming Pool Operator  | 16.26 |
| 99720 - Vending Machine Attendant                                     | 15.52 |
| 99730 - Vending Machine Repairer                                      | 17.41 |
| 99740 - Vending Machine Repairer Helper                               | 15.52 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.